



BIDDING DOCUMENT

FOR

**PROPOSED IMPROVEMENTS WORKS FOR KATHITA INTAKE AND A
1.55KM 315 MM DIAMETER RAW WATER PIPELINE.**

RFQ NO. MEWASSCO/RFQ/CLSG II/01/2025/2026

AUGUST 2025

CLOSING DATE: 25TH AUGUST 2025 AT 12.00 NOON EAST AFRICAN TIME

**MANAGING DIRECTOR,
MERU WATER AND SEWERAGE SERVICES COMPANY LTD
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PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents for the procurement of the Works as specified in Section VII, Works Requirements. The name, identification, and number of lots (contracts) of this bidding are **specified in the BDS**.
- 1.2 Throughout this Bidding Document:
- (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;
 - (c) “day” means calendar day; and
 - (d) **“ES”** means environmental and social (including Sexual Exploitation, and Abuse (SEA) and Sexual Harassment (SH));
 - (e) **“Sexual Exploitation and Abuse”** “(SEA)” means the following:

“Sexual Exploitation” is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

“Sexual Abuse” is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
 - (f) **“Sexual Harassment”** “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with

other Contractor's or Employer's Personnel;

(g) **"Contractor's Personnel"** is as defined in Sub-Clause 1 (ii) of the General Conditions of Contract; and

(h) **"Employer's personnel"** is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called "Borrower") **specified in the BDS** has received or has applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
3. **Corrupt and Fraudulent Practices**
 - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
 - 3.2 In further pursuance of this policy, Bidders shall

permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, or a government-owned entity—subject to ITB 4.5—or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the 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 bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than

one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

- (f) or 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 bid; or
 - (g) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
 - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
 - (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of

proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.5 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not

preclude effective competition for the supply of goods or the contracting of works or services required; 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, the Borrower's country 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.

- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Materials, Equipment and Services

- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

Section I - Instructions to Bidders (ITB)
 Section II - Bid Data Sheet (BDS)
 Section III - Evaluation and Qualification Criteria
 Section IV - Bidding Forms
 Section V - Eligible Countries
 Section VI – Bank Policy-Corrupt and Fraudulent Practices

PART 2 Works Requirements

Section VII - Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GCC)
 Section IX - Particular Conditions of

Contract (PCC)

Section X - Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. **If so specified in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 **If so specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Letter of Bid in accordance with ITB 12;
 - (b) completed Schedules, in accordance with ITB 12 and 14: **as specified in the BDS**;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB 19.1;
 - (d) alternative bids, if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (g) Technical Proposal in accordance with ITB 16;

(h) any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, bids 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 bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Schedules

12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, 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 lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified

parts of the Works. Such parts will be **identified in the BDS** and described in Section VII. Works Requirements. The method for their evaluation will be stipulated in Section III. Evaluation and Qualification Criteria.

14. Bid Prices and Discounts

- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder 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 Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 **Unless otherwise provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts

within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices¹ and the total bid price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as **In Kenya Shilling**.

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable², in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

17. Documents Establishing the Qualifications of the Bidder

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

17.2 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.

18. Period of

18.1 Bids shall remain valid until the date specified **120**

¹ In lump sum contracts, delete "rates and prices and the."

² For lump sum contracts, delete "unit rates and prices and shown in the Schedule of Adjustment Data are reasonable" and replace with "Lump Sum."

Validity of Bids

days or any extended date if amended by the Employer in accordance with ITB 8. A bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as non responsive.

18.2 In exceptional circumstances, prior to the date of expiry of the bid validity, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

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

19. Bid Security

19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.

19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or

financial institution (such as an insurance, bonding or surety company);

- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS.**

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original date of expiry of the bid validity, or beyond any extended date if requested under ITB 18.2.

19.4 If a bid security or Bid Securing Declaration is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non responsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 42.

19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security and if required in the BDS, the Environmental and Social (ES) Performance Security.

19.7 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid prior to the expiry date of the bid validity specified by the Bidder

on the Letter of Bid, or any extension thereto provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 41; or

(ii) furnish a performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 42.

19.8 The bid security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.

19.9 If a bid security is **not required in the BDS**, and

(a) if a Bidder withdraws its bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 42;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and

the copies, the original shall prevail.

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

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

20.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as **provided in the BDS** pursuant to ITB 22.1;
- (c) bear the specific identification of this bidding process specified in accordance with BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

21.3 If all envelopes are not sealed and marked as required,

the Employer will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall not have any option of submitting their bids.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its bid 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 ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

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

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any

extension thereof.

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be **as specified in the BDS**.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS**. The Employer

shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).

- 25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 26. Confidentiality** 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.
- 27. Clarification of Bids** 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer'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 bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance

- with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Determination of Responsiveness**
- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII (Works Requirements) have been met without any material deviation,

reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Non
conformities,
Errors, and
Omissions**

30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid.

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive bids, the Employer shall use its best estimate.

**31. Correction of
Arithmetical
Errors**

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

- (a) only for admeasurement contracts, 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 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.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

32. Conversion to Single Currency

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

33. Margin of Preference

33.1 **Unless otherwise specified in the BDS**, a margin of preference for domestic bidders³ shall not apply.

34. Subcontractors

34.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.

34.2 The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.

34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**.

35. Evaluation of

35.1 The Employer shall use the criteria and methodologies

³ An individual firm is considered a domestic bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

Bids

listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

35.2 To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities⁴ for admeasurement contracts, but including Daywork⁵ items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment for non conformity in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria);

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

35.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III. Evaluation and Qualification Criteria.

35.5 If the bid for an admeasurement contract, which

⁴ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

⁵ Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the bidders' quoted rates and included in the total Bid price.

results in the lowest Evaluated Bid Price, is seriously unbalanced or, front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

36. Comparison of Bids

36.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.

37. Qualification of the Bidder

37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III. Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.

37.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

37.4 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's

qualifications to perform satisfactorily.

38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

39. Award Criteria

39.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Notification of Award

40.1 Prior to the expiration of the bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in UNDB online the results identifying the bid and lot (contract) numbers and the following information:

- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in

writing the grounds on which its bid was not selected.

- 41. Signing of Contract**
- 41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 42. Performance Security**
- 42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the conditions of contract, subject to ITB 35.5, using for that purpose the Performance Security and ES Performance Security Forms included in Section X. Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 43. Adjudicator**
- 43.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the

Adjudicator.

Section II - Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	The number of the Invitation for Bids is MEWASSCO/RFQ/CLSGII/01/2025/2026 The Employer is: MERU WATER AND SEWERAGE SERVICES COMPANY LIMITED (MEWASSCO)
ITB 1.1	The name of the bidding process is: NATIONAL REQUEST FOR QUOTATIONS The identification number of the bidding process is: MEWASSCO/RFQ/CLSGII/01/2025/2026
ITB 2.1	The Borrower is: MERU WATER AND SEWERAGE SERVICES COMPANY LIMITED (MEWASSCO)
ITB 2.1	The name of the Project is PROPOSED IMPROVEMENTS WORKS FOR KATHITA INTAKE AND A 1.55 KM 315 MM DIAMETER RAW WATER PIPELINE.
ITB 2.1	Loan or Financing Agreement amount: WATER SECTOR TRUST FUND
ITB 4.1	Maximum number of members in the JV shall be: [TWO] .
ITB4.3	National local contractors (Firms registered in Kenya)
ITB 4.4	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr , and www.ppra.go.ke .

B. Bidding Documents

ITB 7.1	For <u>clarification purposes</u> only, the Employer's address where to send enquiries is ATTENTION: Managing Director Meru Water and Sewerage Services Company Limited, Along Kinoru Stadium Road, P.O Box 859 - 60200, Meru Telephone: : +254 725796556 e-mail: meruwater.procurement@gmail.com Requests for clarification should be received by the Employer no later than: [3 days to the deadline for submission of Request for Quotations] .
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ITB 7.1	Web page: www.mewass.or.ke
ITB 7.4	<p>A MANDATORY Pre-Bid meeting <i>shall</i> take place. If a Pre-Bid meeting will take place</p> <p>Date: 19th August 2025</p> <p>Time: 0930 Hours</p> <p>Place: MEWASSCO Head Office Board Room LOCATED KINORU STADIUM ROAD</p> <p>A pre-bid organized visit of the site of the works <i>shall</i> take place at the following date, time and place:</p> <p>Date: 19th August 2025</p> <p>Time: 0930 Hours</p> <p>Place: Bidders to meet at Head office, then proceed to site. Bidders shall take care of their own transport to proposed site.</p>

C. Preparation of Bids

ITB 10.1	<p>The language of the bid is: English</p> <p><i>Bids shall have the option to submit their bid in any one of the languages stated above. Bidders shall not submit Bids in more than one language.]”</i></p> <p>All correspondence exchange shall be in English language.</p>
ITB 11.1 (b)	<p>The following schedules shall be submitted with the bid:</p> <p><i>must be submitted with the Bid, including the priced Bill of Quantities for measurement contracts or Activity Schedule for lump sum contracts]</i></p> <p>As given in the preliminary Evaluation and Technical Evaluation</p> <p><i>(must be submitted with the Bid, including the priced Bill of Quantities for measurement contracts or Activity Schedule for lump sum contracts]</i></p> <p>As given in the preliminary Evaluation and Technical Evaluation)</p>
ITB 11.1 (h)	<p>The Bidder shall submit the following additional documents in its Bid (valid): NCA Class 6 Registration certificate, Water Supply and Sewerage Class 5 License from Ministry of Water and Sanitation and programme of works, Code of Conduct for Contractor’s Personnel (ES)</p>

	<p>The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub- Clause 1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</p> <p><i>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</i></p> <p>[Note: Refer to Appendix 1 - Environmental and Social Management Plan) insert name of any specific plan and risk/s informed by the relevant environmental and social assessment]:</p> <ul style="list-style-type: none"> • <i>[e.g. Sexual Exploitation, and Abuse (SEA) prevention and response action plan]</i> • <i>[e.g. Traffic Management Plan to ensure safety of local communities from construction traffic];</i>
ITB 13.1	Alternative bids <i>“shall not be”</i> permitted.
ITB 13.2	Alternative times for completion [<i>“shall not be”</i>] permitted.
ITB 13.4	<p>Alternative technical solutions shall be permitted for the following parts of the Works: [<i>“shall not be”</i>]</p> <p>If alternative technical solutions are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).</p>
ITB 14.5	The prices quoted by the Bidder [<i>“shall not be”</i>] subject to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder in: [<i>Kenyan shilling</i>]
ITB 18.1	<i>The Bid shall be valid until: 120 days from the date of bid opening</i>
ITB 18.3 (a)	The bid price shall be adjusted by the following factor(s): NOT APPLICABLE

ITB 19.1	<p><i>[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]</i></p> <p>A Bid Security SHALL BE required. A Bid-Securing Declaration [<i>“shall not be”</i>] required.</p> <p>The amount and currency of the Tender Security shall be: KSHS. 400,000</p>
ITB 19.3 (d)	Other types of acceptable securities: not applicable
ITB 19.9	<p>[If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of <i>[insert number of years]</i> (As prescribed in the World Bank Procurement Policy and Procedures) years starting from the date the Bidder performs any of the actions.</p>
ITB 20.1	In addition to the original of the Tender, the number of copies is : <i>the tenderer shall provide one (1) original and one (1) copy</i>
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of <i>Confidential business questionnaire duly completed detailing directors/partners/sole proprietorship, MUST disclose power of attorney of the signatory.</i>

D. Submission and Opening of Bids

ITB 22.1	<p>For <u>Tender submission purposes</u> only, the Procuring Entity's address is: The Managing Director: Meru Water and Sewerage Services Company Limited, Along Kinoru Stadium Road, P. O Box 859 - 60200, Meru</p> <p>The deadline for Tender submission is: Date: 25th August, 2025. Time: 12.00 Noon</p> <p>Tenderers shall not have the option of submitting their Tenders electronically.</p>
ITB 22.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below: MEWASSCO Boardroom at the Main Office Meru Date: 25th August 2025 Time: 12 Noon</p>
ITB 25.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below: MEWASSCO Boardroom at the Main Office Meru Date: 25th August, 2025 Time: 12 Noon</p>

ITB 25.3	The Letter of Bid and Priced Bill of Quantities shall be initialed by representatives of the Employer conducting Bid opening.
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E. Evaluation and Comparison of Bids

ITB 32.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: Kenya Shillings
ITB 33.1	The invitation to tender is extended to all-national eligible bidders . Preference and Reservations will not applicable .
ITB 34.1	At this time the Employer does not intend to execute certain specific parts of the Works by sub-contractors selected in advance.
ITB 34.3	Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: <i>not permitted</i>
ITB 35.4	Multiple contract : <i>not permitted</i> <i>Bidders shall not be awarded more than one contract</i>

F. Award of Contract

ITB 42.1 and 42.2	[Delete the following if not applicable] The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security. Not applicable
ITB 43.1	The person named to be appointed as Adjudicator is <i>Nairobi Centre for International Arbitration</i> _____

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a pre-qualification exercise and post qualification is applied. In accordance with ITB 35 and ITB 37, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

Wherever a Bidder is required to state a monetary amount in Kenya shillings,

Section III (a): Evaluations

STAGE 1: MANDATORY REQUIREMENTS EVALUATION

No.	MANDATORY REQUIREMENTS (Submission of valid documents listed below)	Yes	No	Remarks
1.1	Copy of Firm's KRA PIN Certificate			must meet
1.2	Copy of Certificate of Incorporation/Registration under a valid legal entity. Certified by Commissioner for Oaths			must meet
1.3	Valid Tax Compliance Certificate (Shall be verified for validity in KRA checker)			must meet
1.4	List of Heads of the tendering Entity – Attach copy of a valid CR12 not older than 12 months from the date of tender submission in case of incorporated Companies/or Business Registration Services copy.			must meet
1.5	Audited Accounts for the last three years (i.e. within the period of 2022 to 2024 which must be signed by a registered Certified Public Accountant and the directors)			must meet
1.6	Original mandatory pre-bid site visit form duly signed and stamped by the employer's authorised representative (Signed Form of Pre-Bid Conference Attendance Confirmation)			must meet
1.7	Evidence/proof of having undertaken at least 3 No. similar works in the last 5 years.			must meet
1.8	Tender Security as described in the ITT 19.1 Tender Security shall be in the original form (hard copy only) amounting to Kenya Shillings four hundred thousand (Kshs 400,000.00) in form of a Bank Guarantee drawn by a bank licensed and operating in Kenya or a guarantee from an Insurance Company registered with the Insurance Regulatory Authority (IRA) and listed by the Public Procurement Regulatory Authority (PPRA). The tender security should be valid for a period of 30 days beyond the tender validity period.			must meet
1.9	Business permit from the respective County Government.			must meet
1.10	Tender Document to be signed by a duly authorized person on behalf of the firm as evidenced by a duly registered Power of Attorney. Provide proof of Power of attorney (of Tender Signatory) duly commissioned by notary public or an advocate of			must meet

	the High Court.			
1.11	Bid document MUST be initialed, stamped and chronologically paginated, hard bound, completely filled and countersigned in case of any cancellation.			must meet
1.12	Duly filled and signed attached confidential business questionnaire			must meet
1.13	Duly filled, signed and stamped form of tender			must meet
1.14	Tenderer should not have been debarred by PPRA.			must meet
1.15	Duly filled, signed and stamped Tendering forms.			must meet
1.16	Registration as a minimum Class '5' and above Licensed Water Supply and Sewerage Contractor registered with the Ministry of Water, Sanitation and Irrigation.			must meet
1.17	A copy of Registration Certificate with National Construction Authority (NCA) Category '6' and above			must meet
B)	ERROR CHECK			
	The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity. Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:			must meet
	Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.			
	Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and			
	If there is a discrepancy between words and figures, the amount in words shall prevail			
	Abnormally low tenders, abnormally high tenders or any other indications of potential bid rigging practices, and tenders that are front loaded.			

vii) **NB: All Bidders must meet all the above mandatory requirements to qualify for technical evaluation. Bidders who fail to meet any of the above shall be disqualified from the entire procurement process.**

STAGE 2- TECHNICAL EVALUATION
In this stage bidders are to be evaluated on marks. Any bidder who does not achieve at least 70% in this stage will not proceed to stage 3.

Table 2: Scores for the Technical Evaluation

Item	Key Personnel (Attach evidence)	Description	Score	Max. Points
2.1	Provide detailed proposal of key technical members for the proposed project, copies of CV of the proposed team, Enclose detailed certificate.			20
	Director of the firm Project Director (with minimum 6-years in management of water supply / irrigation works)	i. Degree in Civil Engineering or Water Engineering or Higher qualification – 2 marks. ii. Years of experience in similar works – 6 years and above – 2marks iii. Others prorated	4	
	Contract Manager/ Site Agent (Civil Engineer, specialized in Water Supply works)	i. Degree in Civil Engineering or Water Engineering or Higher Qualification – 1 marks. ii. Years of experience in similar works – 8 years and above – 3marks iii. Others prorated	4	
	2 No. Construction Supervisors/ Foremen (HND or Diploma Holders)	i. Diploma or Higher in civil engineering or water Engineering – 1 marks ii. Years of experience in similar works – 8 years above – 3 marks iii. Others prorated	4	
	A SURVEYOR (Ordinary National Diploma or Higher in Water Engineering, Engineering Surveyor or equivalent)	i. Ordinary National Diploma 1 marks, ii. Years of experience in similar works – 8 years above – 3 marks iii. Others prorated as:	4	
	Environmental/ Social Worker – (5 marks)	i) Must have a minimum of Diploma in Environmental Science/Engineering and registered with NEMA as an associate expert or Diploma in social sciences or its equivalent– (3 marks) ii) 2 years relevant Experience (Attach copies/testimonials} - Certified CVs signed by both the employer and the employee - (1 marks)	4	
2.2	Similar Contracts completed in the last five (5) years; a max of 5 No. projects (Attach evidence of certified completion certificates)	i. Projects of similar nature, complexity and magnitude (3 marks each) ii. Projects of similar nature but with more than 50 percent of the value of works in consideration- (2 marks each) iii. No completed project of similar nature ---- 0 marks	15	15

2.3	On-going similar projects (A max of 2 No. projects) (Attach evidence)	i. Projects of similar nature, complexity and magnitude 5 marks each ii. Projects of similar nature but of lower value than the one in consideration - (3 marks each) iii. No ongoing project of similar nature ----- 0 marks	10	10
2.4	List major items of equipment proposed to carry out the contract and an undertaking that they will be available for the contract. (Include copies of logbooks or Certified Lease lease agreement for the contract period, or other ownership documents). Of at least the following equipment:	i. 10 ton tipping Lorries- 1 No.(one Mark) ii. Short distance lagged terrain Pipes carrier, .(one Mark) iii. Concrete Mixer 450 litre and Concrete vibrator -(one Mark) iv. Steel bending and cutting equipment-1 set.(one Mark) v. 1 ton Pickup 1 no. .(one Mark) vi. Excavator on Shain Rolls or wheels .(one Mark) vii. Back pour /Hoe excavator on tyres.(one Mark) viii. Butt Fusion machine(s) for DN80 - 350mm, complete with appropriate generator and operator. (Please provide evidence)-2No (2 Marks) ix. Survey Equipment (Dumpy level or theodolite or its equivalent).(one Mark)	1 1 1 1 1 1 2 1	10
2.5	Duly audited Financial reports of bidder	i. Turn over greater or equal to 3 times the cost of the project- 10 marks ii. Turn over greater or equal to 2 times the cost of the project-9 marks iii. Turn over greater or equal to the cost of the project -4 marks iv. Turn over below the cost of the project- 2 marks	10	10

2.6	a) Evidence of financial resources (cash in hand-certified Bank Statement , lines of credit & over draft facility – letter from a deposit taking Financial Institution authorized by CBK)	<div><div>i. Has financial resources equal or above the cost of the project 10marks</div><div>ii. Has financial resources below the cost of the project, but over 50% of the cost of the project 5marks</div><div>iii. Has financial resources below 50% of the cost of the project or has not given evidence for the financial resources 0marks</div></div>	10	10
	b) Provide letter of authority to seek references from tenderer’s bank (letters addressed to specific Banks giving authority to the Client to verify the bank statement).	<div><div>i. Letters addressed to specific Banks giving authority to the Client to verify the submitted bank statement(s) - (5 marks)</div></div>	5	5
2.7	Litigation History	<div><div>i. Has no construction-related litigation or arbitration case in the last five financial years-5 marks</div><div>ii. Has not had more than three number construction-related litigation or arbitration case in the last five financial years-2 marks</div><div>iii. Has more than Three Number construction-related litigation or arbitration case in the last five financial years-0 marks</div></div>	5	5
2.8	PROPOSED METHODOLOGY / WORK EXECUTION PLAN	i) Attach a Gantt Chart or table clearly indicating the time frame and activities from Start to the - Completion of the Project. <i>Attached signed and stamped (5 marks)</i>	5	10
		ii) Suitability of proposed work plan in terms of times of completion - 2 Months - (5 marks)	5	
		iii) Suitability of proposed work plan in terms of times of completion - 2.5 Months - (3 marks)		
		iv) Suitability of proposed work plan in terms of times of completion - more than 2.5 Months - (2 marks)		
		Nothing attached (0 marks)		
	How adequate is the work plan	Adequate work plan indicating resource allocation (equipment, labour and finances) (5 marks)	5	5
		Inadequate (0 marks)		
	TOTAL			100

Bidders should note that any bidder who scores 70 points and above in this Technical Evaluation shall be considered for further financial evaluation

STAGE 3: (i) FINANCIAL EVALUATION

Bids that pass the Technical Evaluation shall be subjected to the Financial Evaluation in two stages, as follows: -

- (1) Tender Rates and arithmetic Errors.
- (2) Tender Sums,

Stage 3 (ii) Tender Rates

A) Examination of Arithmetic Errors

According to Section 82 of the Public Procurement and Asset Disposal Act (2015) that the tender sum as submitted and read out during the Tender Opening shall be absolute and final, and shall not be the subject of correction, adjustment or amendment in any way or by any person or entity, The committee will check the arithmetic errors and notify the winning bidder incase errors are found in the document, however no alteration of bid price will be done.

B) Comparison of rates.

Evaluation of the tender rates will constitute examination of (i) pricing consistency (same rates for similar items, price distribution amongst sections, etc.); (ii) reasonableness of pricing (comparison with prevailing market levels, inclusion of taxes [VAT, etc.] in the rates); The rates for major items will be examined and compared with the Official Estimate. The bidders who pass the test of price consistency and reasonableness, (if any) shall proceed to **Financial Score Evaluation**.

Award Criteria:

The firm achieving the lowest evaluated price will be awarded the contract in line with Section 86 of the Public Procurement and Disposal Act, 2015

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1. Margin of Preference

- (a) Contractors applying for such preference shall 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 Borrower and accepted by the Bank, a particular contractor or group of contractors qualifies for a domestic preference. The bidding documents shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of bids to give effect to such preference.
- (b) After bids have been received and reviewed by the Borrower, responsive bids shall be classified into the following groups:
 - (i) Group A: bids offered by domestic contractors eligible for the preference.
 - (ii) Group B: bids offered by other contractors.

All evaluated bids in each group shall, as a first evaluation step, be compared to determine the lowest bid, and the lowest evaluated bids in each group shall be further compared with each other. If, as a result of this comparison, a bid from Group A is the lowest, it shall be selected for the award. If a bid from Group B is the lowest, as a second evaluation step, all bids from Group B shall then be further compared with the lowest evaluated bid from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and one-half percent) of the respective bid price corrected for arithmetical errors, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each bid from Group B. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group B based on the first evaluation step shall be selected.

2. Evaluation

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

2.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works Requirements).

2.2 Multiple Contracts

Pursuant to Sub-Clause 35.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

Award Criteria for Multiple Contracts [ITB 35.4]:

Lots

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

Packages

Bidders have the option to Bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined packages, subject to the selected Bidder(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

Qualification Criteria for Multiple Contracts:

Section III describes criteria for qualification for each lot (contract) for multiple lots (contracts). The criteria for qualification is aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b). However, with respect to the specific experience under item 4.2 (a) of Section III, the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract

(a) For one Contract:**Option 1:**

(i) N contracts, each of minimum value V;

Or

Option 2:

(i) N contracts, each of minimum value V; or

(ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than $N \times V$.

(b) For multiple Contracts**Option 1:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has submitted bids as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc.

or

Option 2:

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the bidder has submitted bids as follows, and N1,N2,N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc, **or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than $N1 \times V1$.

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than $N2 \times V2$.

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than $N3 \times V3$.

----etc.

Or

Option 3:

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has bid for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc, **or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than $N1 \times V1$.

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than $N2 \times V2$.

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than $N3 \times V3$.

----etc, or

(iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than $N1 + N2 + N3$ ---but the total value of all such contracts is equal or more than $N1 \times V1 + N2 \times V2 + N3 \times V3$ +---.

2.3 Alternative Completion Times

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

2.4 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

2.5 Specialized Subcontractors

Only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder. The specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria:

3. Qualification

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.4, 4.5, 4.6 and 4.7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	Government Owned Entity of the Borrower country	Meets conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower’s country law	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		of compliance with UN Security Council resolution, both in accordance with ITB 4.7 and Section V.					
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ⁶ did not occur as a result of contractor default since 1 st January 2019 <i>[Insert year]</i> .	Must meet requirement ¹²	Must meet requirements	Must meet requirement ⁷	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.6 or withdrawal of the Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form

⁶ Non performance, as decided by the Employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

⁷ This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁸ since 1 st January 2019 <i>[insert year]</i>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	Declaration: Environmental and Social (ES) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for breach of environmental or social (including Sexual Exploitation and Abuse)) contractual obligations in the past five years. ⁹	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration	N/A	Form CON-3 ES Performance Declaration
2.6	Bank's SEA and/or SH Disqualification	At the time of Contract Award, not subject to	Must meet requirement (including	N/A	Must meet requirement (including each subcontractor	N/A	Letter of Bid, Form CON-4

⁸ The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

⁹ The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		disqualification by the Bank for non-compliance with SEA/SH obligations	each subcontractor proposed by the Bidder)		proposed by the Bidder)		
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder 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 Twenty Million (20,000,000) for the subject contract(s) net of the Bidder’s other commitments (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments
			Must meet requirement	Must meet requirement	N/A	N/A	

Eligibility and Qualification Criteria							
Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		cash flow requirements on works currently in progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last three years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings 70,000,000 , calculated as total certified payments received for contracts in progress and/or	Must meet requirement	Must meet requirement	Must meet _____%, _____ of the requirement	Must meet _____%, _____ of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		completed within the last three <i>three</i> years, divided by <i>three</i> years					

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <u>five</u> years, starting 1 st January <u>2019</u> .	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of similar ¹⁰ contracts specified below that have been satisfactorily and substantially ¹¹ completed as a prime contractor, joint	Must meet requirement	Must meet requirement ¹³	N/A	N/A	Form EXP 4.2(a)

¹⁰ The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work's Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

¹¹ Substantial completion shall be based on 80% or more works completed under the contract.

¹³ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		venture member ¹² , management contractor or sub-contractor ¹³ between 1st January 2019 <i>[insert year]</i> and application submission deadline: (i) N contracts, each of minimum value V; Or (ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than N x V; <i>[insert values of N & V, delete (ii) above if not applicable]</i> . <i>[In case the Works are to be bid as individual contracts under a slice and package (multiple contract) procedure, the minimum number</i>					

¹² For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

Eligibility and Qualification Criteria							
Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<i>of contracts required for purposes of evaluating qualification shall be selected from the options specified in ITB 35.4]</i>					
		<i>[Add the following if specialized sub-contractor is permitted and describe nature and characteristics of specialized works:] “(ii) For the following specialized works, the Employer permits specialized sub-contractors as per ITB 34.3”</i>	<i>“Must meet requirement for one contract (Requirement can be met through a Specialized Sub-contractor)”</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>“Must meet requirement (Requirement can be met through a Specialized Sub-contractor)”</i>	
4.2 (b)		For the above and any other contracts completed and under implementation as prime contractor, joint venture member,	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities listed below ¹⁶ <i>[list key</i>	Form EXP – 4.2 (b)

Eligibility and Qualification Criteria		Compliance Requirements					Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		management contractor or sub-contractor ¹⁴ on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed ¹⁵ : <i>[list activities indicating volume, number or rate of production as applicable]</i> ¹⁶				<i>activities and the corresponding minimum requirements]</i>	
4.2 (c)		For contracts [substantially completed and under implementation] as prime contractor, joint venture member, or	Must meet requirements	Must meet requirements	Must meet the following requirements: <i>[list key requirements to be met by each</i>	Must meet the following requirements: <i>[list key requirements to be met by one</i>	Form EXP – 4.2 (c)

¹⁴ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share shall be counted to meet this requirement.

¹⁵ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).

¹⁶ The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		Subcontractor between 1st January <i>[insert year]</i> and Application submission deadline, experience in managing ES risks and impacts in the following aspects: <i>[Based on the ES assessment, specify, as appropriate, specific experience requirements to manage ES aspects.]</i>			<i>member otherwise state: "N/A"]</i>	<i>member otherwise state: "N/A"]</i>	

5 Key Personnel

The Bidder must demonstrate that it will have suitably qualified (and in adequate numbers) Key Personnel, as described in the Specifications.

The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

6. Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

[Specify requirements for each lot as applicable]

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		
4		
5		

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

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Letter of Bid

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

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

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

ICB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert identification]*

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

To: *[insert complete name of Employer]*

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)_____;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.6
- (d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (v) below and delete the others].*

We *[where JV, insert: "including any of our JV members"]*, and any of our subcontractors:

- i. *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- ii. *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- iii. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*

- iv. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
 - v. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- (e) We offer to execute in conformity with the Bidding Documents the following Works: ***[insert a brief description of the Works]***;
- (f) The total price of our Bid, excluding any discounts offered in item (f) below is:
- In case of only one lot, total price of the Bid ***[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]***;
- In case of multiple lots, total price of each lot ***[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]***;
- In case of multiple lots, 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]***;
- (g) The discounts offered and the methodology for their application are:
- (i) The discounts offered are: ***[Specify in detail each discount offered.]***
 - (ii) 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]***;
- (h) Our bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (i) If our bid is accepted, we commit to obtain a performance security *[and an Environmental, and Social (ES) Performance Security, Delete if not applicable]* in accordance with the Bidding Documents;
- (j) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;

- (k) We, along with any of our subcontractors, suppliers, consultants, 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 a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (l) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹⁷
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding 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.")

- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (p) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder* ***[insert name of the Bidder]***

¹⁷ Bidder to use as appropriate

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

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]*

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

Schedules

Bill of Quantities - Refer to the Separate attachment to this document in MS - Excel Format (Schedule 1 - Bills of Quantities)

Objectives

The objectives of the Bill of Quantities are:

- (a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and*
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.*

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis.*
- (b) Nominal quantities for each item of daywork, to be priced by each Bidder at daywork rates as Bid. The rate to be entered by the Bidder against each basic daywork item should include the Contractor's profit, overheads, supervision, and other charges.*

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the Bidding Documents. They should not be included in the final documents.

1. Sample Bill of Quantities¹⁸

[To be entered by the Employer; Delete if not applicable:] Provisional sums for additional ES outcomes.

¹⁸In case of Lump-sum Contract, use Sample Activity Schedule.

Sample Activity Schedule

Item no.	Description	Unit	Amount
	[To be entered by the Employer; Delete if not applicable:] Provisional sums for additional ES outcomes		

2. Schedule of Payment Currencies

Forinsert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Total Bid Price				100.00
Provisional Sums		1.00		

Expressed in Local Currency				
TOTAL BID PRICE (Including provisional sum)				

Schedule(s) of Adjustment Data**Table A - Local Currency**

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	—	—	—	A: ____* B: ____* C: ____* D: ____* E: ____*
Total					1.00

[* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Table B - Foreign Currency

Name of Currency: _____

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	—	—	—		A: ____* B: ____* C: ____* D: ____* E: ____*

Total		1.00
-------	--	------

[* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

Invitation for Bids No: *[Insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bids No. *[insert number]* ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

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 *[insert amount in letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its bid prior to the Bid validity expiry date specified by the Applicant in the Letter of Bid, or any extended date provided by the Applicant; or

- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental and Social (ES) Performance Security, issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

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

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, authorized to transact business in *[name of country of Employer]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[amount of Bond]*¹⁹ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated the ____ day of _____, 20__, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer prior to the expiry date of the Bid validity or any extension thereto provided by the Principal: (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration Bid validity set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

¹⁹ The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

Form of Bid-Securing DeclarationDate: *[insert date (as day, month and year)]*Bid No.: *[insert number of bidding process]*Alternative No.: *[insert identification No if this is a Bid for an alternative]*To: *[insert complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder**

Title of the person signing the Bid

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]

Technical Proposal

Technical Proposal Forms

- **Key Personnel Schedule**
-
- **Equipment**
-
- **Site Organization**
-
- **Method Statement**
-
- **Mobilization Schedule**
-
- **Construction Schedule**
-
- **ES Management Strategies and Implementation Plans**
-
- **Code of Conduct (ES)**
-
- **Others Form of Mandatory Pre-Bid Conference Attendance Confirmation**
-

Form PER -1**Key Personnel
Schedule**

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

Key Personnel

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

	Name of candidate:
	Duration of appointment: <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position: <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position: <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: <i>[Social Specialist]</i>
	Name of candidate:
	Duration of appointment: <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position: <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position: <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: Sexual Exploitation, Abuse and Harassment Expert <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>
	Name of candidate
	Duration of appointment: <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position: <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position: <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position: <i>[insert title]</i>

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

Form PER-2:
Resume and Declaration
Key Personnel

Name of Bidder

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 employer:	
	Telephone:	Contact (manager / personnel

		officer):
	Fax:	
	Job title:	Years with present employer:

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 Key Personnel, 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 Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key</i>

	<i>Personnel will be engaged]</i>
--	-----------------------------------

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

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

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Equipment

The Bidder 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 Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type 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="radio"/> Owned <input type="radio"/> Rented <input type="radio"/> Leased <input type="radio"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

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	

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization Schedule

[insert Mobilization Schedule]

Construction Schedule

[insert Construction Schedule]

ES Management Strategies and Implementation Plans

(ES-MSIP)

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

As part of the project scope, the financier undertook an ESIA study for the purpose of ensuring compliance with World Bank guidelines on project implementation. The following mitigation measures were proposed

Appendix 1: ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN FOR KATHITA PIPE REALIGNMENT AND EXPANSION PROJECT

PRE-CONSTRUCTION PHASE						
Impact Domain	Impact Description	Mitigation / Remedial Action(s)	Implementation Agency(ies)	Monitoring Indicators & Frequency	Mitigation Target	Mitigation Cost (KShs)
Increase in Traffic Flow	Materials haulage will increase the flow of heavy trucks on the main roads to the project area, increasing the risk of road accidents and congestion.	-Plan vehicle routes to target low traffic hours -Use high-visibility clothing for workers -Provide temporary road signages -Clearly mark entry/exit points -Engage traffic marshals where needed	Contractor MEWASS	-Random spot checks by MEWASS on speed adherence -Presence and visibility of road signage (weekly inspections)	No traffic-related accidents or delays	
Economic Displacement / Impacts on Livelihood	The proposed pipeline rerouting may temporarily disrupt farm	The project is composed of expansion and setting of new water pipes.	MEWASS Contractor	-PAP asset register -Signed consent forms -Evidence of compensation	Full restoration of livelihoods and access	

Activities	operations and access to footpaths near the alignment.	There is no displacement envisioned but some assets like trees and food crops will be cut.	(receipts, ID verification) -Weekly supervision		
	The proposed project will interfere with the community livelihood base. 66 households shall be affected by the project.	Before excavation commences, the pipe sites should be clearly delineated. Consult affected persons (PAPs) and obtain signed consents -Restore affected areas to pre-construction conditions -Document and compensate crop losses where applicable -Prepare a Resettlement Action Plan (RAP) -Ensure fair and timely compensation for use of land -Engage landowners in planning construction timelines - Mark and fence working areas to			
Land Access and Temporary Occupation	Some parcels along the pipeline may require temporary occupation for trenching and construction staging.	MEWASS Contractor Landowners	-Compensation records -Grievance logs -Number of complaints received during construction	No unresolved land-related grievances	

Community Concerns and Resistance	Resistance may arise due to misinformation or fear of loss of land or access.	avoid trespass into adjacent farms -Conduct early and regular stakeholder meetings -Share project layout and timeline with local leaders and PAPs -Distribute simplified project briefs in local language -Establish local grievance redress mechanism	MEWASS Community Liaison Officer	-Number of meetings held -Community feedback reports -Number of grievances resolved within two weeks	High acceptance and support from the community

CONSTRUCTION PHASE						
Impact Domain	Impact Description	Mitigation / Remedial Action(s)	Implementation Agency(ies)	Monitoring Indicators & Frequency	Mitigation Target	Mitigation Cost (KShs)
Interference with Physical Settings	Soil disturbance during trenching, staging areas may alter local topography and cause inconvenience to the community.	-Limit work area to project footprint	Contractor MEWASS	Site inspection reports Weekly audits	Minimal landscape change and restored sites	
		-Retain natural aesthetics -Restore sites through back filling, compaction and replanting -Erosion control (stone pitching, grassing)				
Noise Pollution	Noise from machinery and	-Use	Contractor	Noise levels (weekly)	Maintain ≤ 55 dBA	

	haulage vehicles	equipment with MEWASS noise dampeners -Restrict construction to daylight hours -Provide workers with ear protection -Erect sound barriers where necessary -Mandatory signing of Code of Conduct -Sensitization sessions - Distribute IEC materials -Set up reporting channels -Enforce minimum working age -Engage local administration to monitor compliance -Conduct regular site inspections	MEWASS Contractor	PPE usage reports Attendance lists Grievance reports Monthly reviews	near residences and schools Zero reported cases
Gender-Based Violence & Sexual Exploitation and Abuse	Risk of GBV/SEA from migrant workers and shifting family dynamics				
Child Labor	Children potentially used for labor or left to take on parental roles at home			Employment records Site inspection reports	Zero child labor

Conflicts Over Water Access	Community disputes regarding fairness in distribution	- Establish/strengthen WRUA -Conduct inclusive planning meetings -Transparency in allocation	MEWASS WRA	WRUA established Meeting reports	Zero reported water disputes
		Implement a Site Safety & Health Plan (SSHP)			
Site Safety, Security, and Health	Risk of accidents and injuries from tools, open trenches, and poor hygiene	-Train workers on safety -Provide PPEs -Erect barriers and signage -Assign First Aid personnel -Provide adequate drinking water -Install portable toilets	Contractor MEWASS	Incident reports PPE availability Training records	Zero fatalities or serious injuries
		-First-aid kits and rest areas -Ensure gender-sensitive facilities			
Worker Welfare	Poor sanitation, water, or rest facilities for laborers	-First-aid kits and rest areas -Ensure gender-sensitive facilities	Contractor	Site inspection reports Worker satisfaction surveys	Safe, healthy work environment
Impact on Flora	Clearing of vegetation for trenching and site access	-Avoid unnecessary	Contractor MEWASS	Vegetation clearance log	Fully restored vegetated zones

		clearing	KFS	Restoration reports	
		-Obtain permits to cut trees			
		-Replant native species post-construction			
		-Sensitize workers on conservation			
		-Store fuel away from the river			
		-Use silt traps			
Water Quality	Runoff, waste, and sedimentation could pollute Kathita River	-Waste managed by licensed collector	Contractor MEWASS County Water Dept.	Water quality test reports Visual inspections	Zero contamination cases
		-post-construction water quality testing			
		-Community awareness			
		-Minimize dust			
Vulnerable & Marginalized Groups	Risks of exclusion or disproportionate burden (PWDs, elderly, chronically ill)	-Adhere to speed limits	MEWASS Contractor	Grievance logs Access restored CSR records	Inclusive and fair project implementation
		-Implement pro-poor water allocation schemes			
		-Implement CSR activities			

Project-Related Conflicts	Disputes about employment, duration, or design	<ul style="list-style-type: none"> -Prioritize locals for casual labor -Assign EHS expert to manage disputes -Establish conflict resolution channels -Engage local leaders -Sensitize the public on apolitical nature of project -Use transparent communication -Sensitization on HIV/AIDS and STIs -Display educational posters -Prohibit alcohol and drugs at the site -Provide support 	MEWASS Contractor	Grievance logbook Local hiring records	Low conflict levels and community trust
Political Interference	Political influence could derail project goals	<ul style="list-style-type: none"> -Sensitize the public on apolitical nature of project -Use transparent communication -Sensitization on HIV/AIDS and STIs -Display educational posters -Prohibit alcohol and drugs at the site -Provide support 	MEWASS County Government	Number of public engagements Meeting minutes	Positive political environment
HIV/AIDS & Substance Abuse	Risk of disease transmission and lowered productivity	<ul style="list-style-type: none"> -Sensitize the public on apolitical nature of project -Use transparent communication -Sensitization on HIV/AIDS and STIs -Display educational posters -Prohibit alcohol and drugs at the site -Provide support 	Contractor MEWASS	Training attendance Incident reports	Zero HIV-related stigma or substance-related disruptions

OPERATION PHASE						
Impact Domain	Impact Description	Mitigation / Remedial Action(s)	Implementation Agency(ies)	Monitoring Indicators & Frequency	Mitigation Target	Mitigation Cost (KShs)
Vandalism and Theft of Infrastructure	Risks include theft of pipes and fittings, meter tampering, and illegal connections, especially during supply interruptions. This compromises system performance and water access.	-Build strong community relationships through regular stakeholder engagement -Promote household sense of ownership by encouraging timely water bill payments -Enforce laws and penalties for vandalism or illegal connections -Conduct routine infrastructure audits	MEWASS	-Number of vandalism reports -Community engagement meeting logs (quarterly)	Zero reported cases of infrastructure vandalism	(Community meetings & outreach)
Water Quality	Potential contamination during water distribution due to pipe bursts, aging infrastructure, or illegal tapping.	-Periodic water quality testing at source and distribution points -Monitor parameters: pH,	MEWASS	-Water testing reports (quarterly) -Public health monitoring -Community sensitization events	Maintain water quality within WHO & KEBS standards	(Water testing, community awareness, emergency kits)

		turbidity, TDS, microbial and chemical indicators -Community education on safe water handling and pollution prevention -Emergency response plan for contamination events -Use durable, abrasion-resistant piping materials -Install monitoring and leak detection systems			
Wastage of Water	Water loss through leakages or misuse by consumers due to regular supply or inefficient systems. High non-revenue water noted in the current system.	-Create public awareness on water conservation -Train MEWASS staff on water auditing, efficiency technologies, and data analysis -Implement	MEWASS	-Water balance reports (monthly) -Leakage incident logs -Training and workshop attendance records	Reduce Non-Revenue Water (NRW) to <25% (Awareness , capacity building)

Vulnerable and Marginalized Groups	Risk of exclusion or water access inequity, especially in times of low supply or if abstraction threatens downstream users.	smart metering and pressure management strategies	MEWASS	-Community feedback reports (bi-annually) -Water allocation and supply data by region -Impact assessments on river flow and access	Equitable, inclusive, and sustainable water access for all groups	(Engagement, allocation audits, pro-poor programs)
		-Involve vulnerable groups in all decision-making processes -Ensure transparency in water allocation mechanisms -Implement targeted pro-poor water access programs -Monitor ecological impacts and uphold minimum river flow requirements -Adjust operational plans based on equity and environmental feedback				

DECOMMISSIONING PHASE						
Impact Domain	Impact Description	Mitigation / Remedial Action(s)	Implementation Agency(ies)	Monitoring Indicators & Frequency	Mitigation Target	Mitigation Cost (KShs)

End of Project Strategy	The closure or decommissioning of the water pipeline could result in environmental and social risks if not properly managed, including waste materials, abandoned structures, and disruption to communities relying on the infrastructure.	<ul style="list-style-type: none"> -Conduct a Decommissioning Environmental and Social Impact Assessment (DESIA) to guide risk management and safe closure -Develop and implement a Decommissioning Plan in consultation with stakeholders and guided by NEMA regulations -Adhere to prevailing environmental legislation and best practices -Remove, recycle, or dispose of materials responsibly -Restore disturbed sites to near-original condition (revegetation, landscaping) 	MEWASS NEMA Community Leaders	<ul style="list-style-type: none"> -Approved Decommissioning Plan -Site restoration reports -Stakeholder consultation records <p>Frequency: Once at end of project</p>	Environmental and social protection through safe decommissioning	(for assessments, consultations, and restoration)

Code of Conduct for Contractor's Personnel (ES) Form

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel**" and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Contractor's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [enter name of Contractor's contact person with relevant experience] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM
BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) Examples of sexual exploitation and abuse include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Other**Form of Pre-Bid Conference Attendance Confirmation**Date: *[insert date (as day, month and year)]*Bid RFQ No.: *[insert number of bidding process]*Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: Managing Director- Meru Water And Sewerage Services Company Limited

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by an organized mandatory pre-Bid conference held on.....(*insert date, time and venue of meeting*).

We confirm that we have inspected the proposed site, sought clarifications pertaining the sites and shall anticipate to raise more concerns through provided channels to the employer should it be necessary as per the Instructions to bidders.

We understand this pre-bid Conference attendance Confirmation shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder.

Name of the Bidder* _____

Name of the person duly authorized to attend on behalf of the Bidder:.....

Signature of the person named above _____

Date signed _____ day of _____, _____ in the presence

of(*Name and authorised Signatory of the Employer*)

Date signed _____ day of _____, _____

*In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder**[Note:1. In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.**Note 2: This form should be duly marked with the official stamp of the employer for validity]*

Bidder's Qualification

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

Form ELI -1.1: Bidder Information Form

Date: _____
ICB No. and title: _____
Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder'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 ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not dependent agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

ICB No. and title: _____

Page _____ of _____ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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 US\$ 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 Employer: <i>[insert full name]</i> Address of Employer: <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), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: 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), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate</i>	<i>[insert amount]</i>

		<i>“Employer” or “Contractor”</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	
--	--	--	--

Form CON – 3:Environmental and Social**Performance Declaration**

[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]

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

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

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Environmental and Social Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ 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 Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<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 Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate</i>	<i>[insert amount]</i>

		<i>main reason(s)</i>	
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ES performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation, or sexual abuse breaches]</i>		<i>[insert amount]</i>

Form CON – 4**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration**

[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

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

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

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration in accordance with Section III, Evaluation and Qualification Criteria
<p style="text-align: center;">We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p>
<p>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</p>
<p>[If (d) or (e) above are applicable, provide the following information:]</p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (as per (d) above)</p> <p>Name of Employer: _____</p> <p>Name of Project: _____</p>

Contract description: _____

Brief summary of evidence provided: _____

Contact Information: (Tel, email, name of contact person): _____

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (as per (e) above) [attach details as appropriate].

Form CCC: Current Contract Commitments / Works in Progress

Bidders and each partner 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.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name: _____

ICB No. and title: _____

Page _____ of _____ pages

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					

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 (US\$ equivalent)
1		
2		
3		

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

- (a) reflect the financial situation of the Bidder 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 statements²⁰ for the _____ years required above; and complying with the requirements

²⁰ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	USD 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.

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)

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Form EXP - 4.1: General Construction Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

Form EXP - 4.2(a): Specific Construction and Contract Management Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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			US\$ *	
If member in a JV or sub-contractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

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	

Form EXP - 4.2(b): Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Sub-contractor's Name²¹ (as per ITB 34.2 and 34.3): _____

ICB No. and title: _____

Page _____ of _____ pages

Sub-contractor's Name (as per ITB 34.2 and 34.3): _____

All Sub-contractors for key activities must complete the information in this form as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, 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			US\$	
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				
Employer's Name:				

²¹ If applicable.

Address:	
Telephone/fax number	
E-mail:	

	Information
Employer's Name:	
Address:	
Telephone/fax number	
E-mail:	

2. Activity No. Two

3.

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

Form EXP - 4.2(c): Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

RFB No. and title: _____

Page _____ of _____ pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

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"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

Section V - Eligible Countries**Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement**

1. In reference to ITB 4.7, and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7 (a) and 5.1 *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

Under ITB 4.7 (b) and 5.1 *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

Section VI. Bank Policy - Corrupt and Fraudulent Practices

(Section VI shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.²² In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, 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;²³
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;²⁴
 - (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;²⁵
 - (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;²⁶
 - (v) “obstructive practice” is

²² In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

²³ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

²⁴ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

²⁵ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

²⁶ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation 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
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or 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;
 - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,²⁷ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated²⁸ sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
 - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to

²⁷ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

²⁸ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

PART 2 – Works Requirements

Section VII - Works Requirements

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Specifications

A set of precise and clear Specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of international competitive bidding, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done shall the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of Bid evaluation facilitated. The Specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of Specifications from previous similar projects in the same country are useful in to prepare Specifications. The use of metric units is encouraged by the World Bank. Most Specifications are normally written specially by the Employer or Project Manager to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in these documents.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works.

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause may be inserted in the Special Conditions or Specifications.

“Equivalency of Standards and Codes

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 shall be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.”

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.

Bidders are advised to refer to technical specifications as described with the Bills of Quantities.

SECTION 1. GENERAL REQUIREMENTS

1. Quality and Approvals

The materials and workmanship shall be the best of their respective kinds and to the approval of the Engineer. The words “to the approval of the Engineer” shall be deemed to be included in the description of all items relating to design, construction, installation and materials and workmanship for the due execution of the Works.

The Contractor shall submit all data, details and samples as necessary and as reasonably requested by the Engineer of all materials that the Contractor proposes to use in the Works. Method statements which adequately demonstrate the Contractor’s proposed method of working, methods of maintaining safety and compliance with the programme shall be submitted for the Engineer’s approval prior to the commencement of work on any area of the Site.

Where the Contractor is responsible for the preparation of Construction Documents to describe the permanent works such Construction, the Documents shall be approved prior to the procurement of any materials or commencement of any work to which the documents relate.

No materials, Plant or equipment shall be procured for the Contract and no work, permanent or temporary, shall commence without first obtaining the Engineer’s approval. All materials, Plant and equipment supplied shall be designed for operation under the above described conditions.

2. Construction Documents

Drawings and Documents which are to be submitted by the Contractor to describe the Permanent Works shall become Construction Documents upon their approval.

All drawings, technical specifications, bill of quantities, schedules, cost estimates; programme and other information to be submitted by the contractor shall be in English and shall be submitted for approval in triplicate. Following approval, the contractor shall supply a further five copies to the Engineer. Construction Documents shall not be departed from without the approval of the Engineer.

All drawings and documents submitted by the Contractor shall have been checked, signed and be ready for issue and shall bear:

- Title of the drawing or document;
- Scale;
- Date;
- Work item reference number complying with an approved numbering system;
- Name and references of the Contractor;
- Names of the employer and the Engineer;
- Date of approval by the Contractor and the signature of the person responsible for approval.

Drawings and documents submitted for approval shall be delivered to the Engineer’s office as designated by the Engineer.

Unless otherwise specified the Contractor shall allow a minimum of 21 days, after the date of receipt by the Engineer for approval of drawings and documents by the Engineer.

3. Operation and Maintenance Manuals

The Contractor shall submit to the Engineer for approval six copies of the Operation and Maintenance (O&M) Manuals as described in Clause 4.1 of the Particular Conditions of Contract.

The Contractor shall supply the final version of the O&M Manuals prior to the issue of the Taking-Over Certificate for either the whole of the Works or the respective Section or part of the Works. Each set shall be bound together in a stout plastic or other approved cover.

O&M Manuals shall be supplied written in English language, all parts and equipment listings shall be in English.

4. Level Datum

Before the commencement of constructional work the Contractor shall establish, in a position to the approval of the Engineer, steel datum pegs which shall be securely concreted in. The level of these pegs shall be established and agreed with the Engineer and all levels used in the construction of the Works shall be referred to these established datum points. The correctness of this datum shall be checked at regular intervals during the construction period as agreed with the Engineer.

Where possible construction drawings and all levels used for construction shall be referred to the national height datum as defined by the Survey of Kenya. The Contractor shall be responsible for obtaining the location and values of the permanent bench marks. In cases where such bench marks do not exist, the site datum shall be agreed with the Engineer.

5. Setting Out of the Works

The site layout drawings show indicative site layouts. Prior to commencing construction, the Engineer will agree with the Contractor the basic information supplementary to that shown on the Drawings such as the position of manholes, chambers, centre-lines and base-lines sufficient for the Contractor to locate the Works.

The Contractor shall prepare detailed setting out drawings and data sheets as necessary and submit them to the Engineer in triplicate for approval. Any modifications to the setting out drawings or data sheets required by the Engineer shall be made by the Contractor and resubmitted for final approval. Should it be necessary during setting out or during construction for the approved setting out details to be amended, the Contractor shall amend the drawings or data sheets or make new ones for approval as required by the Engineer.

For pipelines, the Contractor shall in the presence of the Engineer set-out the pipeline alignments in accordance with the indicative alignments shown on the drawings taking into account physical features on the ground, any existing services, any requirements of relevant Authorities and any changes deemed necessary by the Engineer, confirming the locations of all valves, air valves, washouts, hydrants and bends.

The Contractor shall prepare and submit to the Engineer, at an approved scale, plans of the pipeline route and profiles of ground levels after any initial clearing of the way leave or easement showing the proposed pipe invert levels and precise Chainages for all valves and fittings for approval. Following approval the Contractor shall submit to the Engineer two copies of the agreed alignment and profiles.

6. Boundaries of Works

The Employer shall provide the Site upon which the Permanent Works are to be constructed. Where a drain or pipeline is to be within an existing road or track reservation or is otherwise located in land designated Public Domain the Site width will be restricted to the limit of the public land. The existing boundary fences and walls shall not be disturbed without prior approval of the Engineer and, unless road diversions and closure notices are approved and posted, carriageways shall be left available for the safe passage of traffic.

The Contractor shall not enter upon or occupy with men, tools, equipment or materials any land other than the site without the written consent of the owner of such land.

On occupation of the Site or other land the Contractor shall provide such fencing, as required.

7. Work through Private Land

In order that the necessary parts of the Site which are on private land may be obtained the Contractor shall supply the Engineer with full information of his programme sufficiently in advance of the dates upon which the Contractor proposes to enter upon each areas of the Site. The Contractor shall where required, in consultation with the Engineer, programme the Works to designate the areas of the Site to which the Contractor is to be given possession and the sequence of taking possession.

The Contractor shall obtain written approval before entering upon any private land or cutting through ditch, bank, hedge, wall, fence or any other form of boundary marking and he shall carry out all reasonable requirements as approved by the Engineer in the matter of reinstatement.

8. Public Utility Mains and Services

Where the Contract indicates the positions of existing services or apparatus the positions shown are believed to be correct but no warranty is given as to the accuracy or completeness of the information. It shall be the responsibility of the Contractor to obtain all information available from the Public Utility Authorities regarding the position of existing mains and services and he shall copy this information to the Engineer as soon as he obtains it.

The Contractor shall carry out excavation works in a manner which safeguards any existing services, including hand excavation as necessary and shall be responsible for the cost of any repair work necessitated by damage caused by him to any main or service and for any costs arising from the disruption.

The Contractor shall obtain all information and assistance from the Public Utility Authorities for the locating of the mains and services and shall agree with the Engineer any trial excavation which may be necessary to confirm or establish these locations.

The Contractor shall be responsible for locating all existing services, whether known to the Public Utility Authorities or not, and shall conduct his own survey as necessary to accurately locate all services. All efforts to identify these existing services shall be carried out in advance of conducting excavation for the permanent works.

Any temporary or permanent diversion of mains and services shall be agreed with the appropriate Authority.

9. Safeguards to Existing Pipes, Cables, Structures

It shall be the Contractor's responsibility to safeguard by means of temporary or permanent supports or otherwise all existing sewers, pipes, cables, structures or other things which would be liable to suffer damage if such precautionary measures were not taken.

Safeguards shall be to the approval of the Engineer and of the undertaker or owner concerned.

10. Record Drawings

At all sites and any locations where the Contractor executes work under the Contract, including locations where the Contractor undertakes repair or rehabilitation work, the Contractor shall record the location and nature of all water supply and wastewater works including their ancillaries and any associated services.

Where instructed by the Engineer for the purpose of producing Record Drawings, the Contractor shall undertake such surveys and investigations to determine the location of existing services. Such surveys and investigations shall be additional to those surveys and investigations undertaken by the Contractor for the purpose of determining the location of services prior to excavation.

The Contractor shall where necessary utilize appropriate equipment and where instructed by the Engineer excavate trial pits to confirm the location and determine the size and nature of the buried services.

For sites where the Contractor undertakes permanent works Record Drawings shall be submitted to the Engineer, for approval, in the form of As Built Drawings. In the case of repairs and rehabilitation the Record Drawings shall be submitted for approval within a period of 21 days following execution of the work.

Record Drawings shall be prepared to an approved format, and scale in line with the construction drawing.

11. Connections to Existing Pipes, Cables and Equipment

The Contractor shall be responsible for joining up and making connections between pipes and cables laid by him and existing pipes and cables. The Contractor shall submit to the Engineer a drawing showing the details of the connection, and shall state the date on which the particular connection is required, and the work shall not proceed until the Engineer's approval has been given.

The Contractor shall be responsible for ensuring the compatibility of new pipes and cables with existing pipe work, cables, tubing and equipment.

12. Lighting, Watching and Traffic Control

Where necessary for safety of the public or where required by the Engineer, the Works shall be properly fenced and signed. In addition, the Works shall be lighted from half an hour before sunset until half-an-hour after sunrise and at other times when visibility is poor. The position and number of the lamps shall be such that the extent and position of the Works are clearly defined. Each Site shall be provided with watchmen as required.

13. Contractor's Offices

The Contractor shall provide and maintain offices for the use of his representative and staff to which written instructions by the Engineer can be delivered. Any instructions delivered to such offices shall be deemed to have been delivered to the Contractor.

Offices shall be located to give convenient access to the Works and shall be subject to the approval of the Engineer. The Contractor shall be responsible for obtaining the land on which to establish any temporary site offices.

14. Contractor's Yards, Stores and Accommodation for Workmen

The Contractor shall be responsible for obtaining the land and for the provision of all temporary yards, stores, workshops, offices, mess rooms, shelters and for all services in connection therewith. The location of all such facilities shall be agreed beforehand with the Engineer and shall be such as to avoid obstruction and nuisance to the public.

The Contractor shall construct secure storage compounds and storage building where he shall store at his own risk all equipment and Plant awaiting erection. The Contractor shall also provide secure covered storage for all samples submitted to the Engineer for approval. Storage building shall be weatherproof and shall be of sufficient size to accommodate all items requiring covered storage.

The Contractor shall provide and maintain suitable and sufficient shelters and mess rooms for his workmen and supervisory staff as are customary and necessary. The Contractor shall provide sufficient closets or latrines to the satisfaction of the relevant authority. They shall be properly screened and maintained in a clean and sanitary state at all times. The Contractor shall be responsible for making all arrangements for the proper disposal of waste.

15. Water and Electricity Supplies

The Contractor shall make all arrangements for and provide adequate supply of potable water to each site as necessary for the execution and testing of the Works and for use by his workmen.

The Contractor shall make arrangements for and provide any electricity supply required for the execution of the Works, including the Tests on Completion.

16. Contractor's Staff and Workmen

The Contractor shall agree to employ Kenyan workers to the maximum extent possible. The Contractor shall provide a competent Site Agent to the approval of the Engineer to be in charge of the work who shall not be changed except with the consent of the Engineer.

The Contractor agrees that his workmen and employees shall be considered for all purposes in his direct pay and employ and under his supervision and control. He shall be directly and personally responsible for discharging all obligations, financial or other, which may be or becoming owing to any such workman or employee or to his successors, assignees or personal representatives. There shall be no contractual or legal relations of any kind whatsoever between the Employer and any such workman, employee or any person employed in the performance of the Contractor's obligations under this Contract.

The Engineer may request and the Contractor agrees to accept the request for the immediate removal from the site of any employee or worker of the Contractor adjudged by the Engineer to be incompetent, disorderly, and unreliable or of bad character. Such employee shall not again be employed on the Works.

17. Training of Employers Workmen

The Contractor shall make provision for the on-site training of up to 3 of the Employer's staff.

18. Project Management

18.1 Project Control

The Contractor shall provide within his site organization a project management capability to advice and be directly responsible to the Site Agent. (Contractor's chief site representative) The duties of the section shall include the following:

- a) Planning and programme preparation particularly in relation to the requirements of the Employer and the public authorities, and the requirements to maintain water supply and waste water disposal services where careful detailed arrangements have to be made and adhered to.
- b) Planning the execution of the Works in a manner which minimizes disruption to the water supply system and will permit the efficient and effective commissioning of the water supply system and their respective components.
- c) Ensuring adequate potable water supplies and wastewater disposal services are maintained to all consumers.
- d) Continuous surveillance of progress and anticipation of factors likely to affect the timely performance of the Contract.
- e) Making proposal for modification to forward planning and to the programme at an early stage in the light of factors resulting from (d) above.
- f) Continuous appraisal of the Contractor's methods and routines particularly as to their effect on the community and property.
- g) Forward planning for resource requirements taking due account of possible shortages and delays in the arrival on site of materials, equipment, plant and personnel and their mobilization for effective usage.
- h) Acquisition and process of up-to-date information for progress meetings with the Engineer. The preparation of monthly progress reports including an update of the detailed programme and cash flow forecast which shall include progress photographs as directed by the Engineer.

The Contractor's project management staff shall be of adequate ability and experience. Programmes shall be based upon Critical Path Management (CPM) networks in precedence format and shall be prepared using a suitable PC-based project management software package approved by the Engineer.

Reporting shall be in a manner compatible with the Employers project management procedures and shall use the Earned Value (EV) Technique and shall monitor the actual gross value of work completed against the predicted value.

18.2 Monthly Statements and Certificates

Monthly statements and certificates shall be submitted in an approved manner and format. In addition to the statements submitted in hard copy the Contractor shall submit a computer copy using data base software as prescribed by the Engineer. The statements and certificates shall detail the measured value of the work completed on each item of the Works in such detail that the Engineer can identify location and measurement of each item. A location shall constitute a single structure such as a reservoir, pump station or section of a pipeline or a component of a system such as a pipeline valve complex.

Each item shall be uniquely identified in accordance with the numbering system as instructed by the Engineer.

18.3 Progress Meetings

The Contractor shall provide a suitable venue, near the vicinity of the Site, and arrange progress review meetings to be chaired by the Engineer at monthly intervals to coincide with submission of monthly progress submissions. The Contractor shall allow for attendance by the Engineer and up to 4 representatives of the Engineer's or Employer. The meetings shall be attended by the Contractor's senior representatives, Site Agent and other members of his senior staff as may be deemed necessary.

19. Equipment for the Employer

The Contractor shall hand over to the Employer on completion of the Works a complete set of tools and equipment together with spare parts and fittings to facilitate the maintenance and operation of the installed works.

20. Facilities for Survey and Inspection by the Engineer

The Contractor shall make available technicians and such labour, materials and safety equipment as the Engineer may require for inspections and survey work in connection with the Works. The Contractor shall provide all necessary tackle, test equipment, access, labour, staff and any other thing the Engineer may reasonably require in order that he may safely, conveniently and quickly carry out such inspections as he deems necessary at any time during the execution of the Works and during the Defects Liability Period. The Engineer, his representative and assistants, shall not inspect any area of the Works where they deem the safety provision to be inadequate and the Contractor shall undertake any work required by the Engineer in order to make it safe.

21. Inspections by the Engineer during Defects Liability Period

The Engineer will give the Contractor due notice of his intention to carry out any inspections during the Defects Liability Period and the Contractor shall thereupon arrange for a responsible representative to be present at the times and dates named by the Engineer. This representative shall render all necessary assistance and shall record all matters and things to which his attention is directed by the Engineer.

22. Protective Clothing and Safety Equipment

The Contractor shall provide for the Engineer, his Representative and assistants any additional protective clothing and safety equipment necessary for the proper discharge of their duties on the Site.

The Contractor shall provide any necessary protective clothing and safety equipment for the use of authorized visitors to the site including the Employer and his staff and representatives and those of any relevant authority who have reason to visit the Site.

23. Notice Boards

The Contractor shall provide and erect sign boards at the Sites where works are being executed, giving information to the public on the Project and the Employer and further details as will be prescribed by the Employer. The location of the sign boards at the sites will be indicated by the Engineer. The Contractor shall maintain, alter, move or adapt the sign boards from time to time as may be instructed by the Engineer. The display of any named Sub-contractors or any other information associated with the Works shall be to the approval of the Engineer.

24. Language of Correspondence and Records

All communications from the Contractor to the Engineer shall be in the English language. All books, timesheets, records, notes, drawings, documents, specifications and manufacturers' literature shall be in the English language. If any of the aforementioned is in another language a certified translation in English shall be submitted to the Engineer.

25. Standards and Regulations

Each and every part of the Works shall be designed, constructed, manufactured, tested and installed in accordance with an internationally recognized standard, Code of Practice, or Regulation applicable to that part of the Works.

Such standards and codes shall include:

- a) British Standard Specification last published.
- b) International Electromechanical Commission, where available (IEC).
- c) International Organization for Standardization (ISO).

The Contractor shall provide and keep permanently on site copies of such standards as may be directed by the Engineer and shall make them available to the Engineer as required.

26. Equivalency of Standards and Codes

Wherever reference is made in the Contract, including Specifications, Drawings and Bill of Materials, 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 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 Engineer's prior review and written consent. In the event the Engineer determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the Contract.

27. Quality Control

The Contractor shall be responsible for his own quality control and shall provide sufficient competent personnel for supervising the Works, taking and preparing samples and for carrying out all necessary tests.

28. Units

The International System of (metric) Units as set out in ASTM E380 shall be used throughout the Contract except where otherwise provided.

29. Inspection and Testing during Manufacture

The performance of each item of Plant or Pipe shall be tested in accordance with the Specification to the requirements of the Engineer.

Test certificates in triplicate shall be submitted by the Contractor to the Engineer within 2 weeks of the date of the tests. Type tests are not acceptable. Test certificates shall be supplied for tests carried out on the actual Plant being supplied.

Plant shall not be dispatched from the manufacturer's works until it has passed the specified tests and approval been given by the Engineer.

The Engineer shall at his discretion witness tests of individual items of Plant at the manufacturer's works. The Engineer shall be given a three week notice in writing before such tests are to take place.

The acceptance by the Engineer of any item of Plant or equipment after testing at the manufacturer's works shall in no way relieve the Contractor of his responsibility for the correct performance.

SECTION 2 - EARTHWORKS, BACKFILLING AND RESTORATION

1. Conditions of Site

Before carrying out work on any Site, the Site shall be inspected by the Contractor in conjunction with the Engineer to establish its general condition which shall be agreed and recorded in writing and by means of digital photography.

Details recorded shall include the location of all boundary and survey beacons, the condition of buildings, surface, terracing (if any), ditches, watercourses, roads, tracks, fences and other information relating to the Site and elsewhere which may be affected by the works.

In the case of way leaves for pipelines the boundaries of the way leave will be defined by the Employer and the contractor shall where directed provide erect and maintain in position, from commencement to the final completion of the Works, in every section substantial timber stakes or similar approved markers not less than 1.5 m high indicating the position of the boundary at 100m or other such intervals as the Engineer may direct. In the event of any boundary or survey mark established for the purpose of land title being disturbed or displaced the Contractor shall forthwith replace the beacon. Where necessary the Contractor shall employ the services of an approved licensed surveyor for the purpose of setting out boundaries.

2. Site Clearance and Topsoil Removal

Site clearance shall be carried out over the areas to be occupied by the Permanent Works before beginning excavation or filling or other work, and shall include the clearance of all trees, stumps, bushes and other vegetation and the removal of all boulders between 0.01 and 0.2m³ volumes. Boulders located within 1m of any pipe centerline shall be removed where directed by the Engineer.

Before beginning clearance in any area the Contractor shall give seven days written notice of his intention to the Engineer who will determine the extent and limits of such clearance.

Topsoil shall mean the surface layer of soil which by its humus content supports vegetation and is unsuitable, as a formation to roads and concrete structures or as a backfill or bedding material. The extent and depth of topsoil that needs removal shall be agreed with the Engineer. Topsoil shall be set aside for re-use or disposal as directed by the Engineer.

Trees to be removed shall be uprooted or cut down as near to the ground level as possible. Bushes, undergrowth, small trees stumps and tree roots shall, where directed by the Engineer, be grubbed out. All holes left by the stumps or roots shall be backfilled with suitable material in a manner approved by the Engineer.

The Engineer may require that individual trees, shrubs and hedges are preserved; the Contractor shall take all necessary precautions to prevent their damage.

In the case of way leaves for pipelines and the like, the Contractor shall preserve as far as practicable all grass and other vegetation outside the limits of trenches and permanent works and shall not necessarily destroy crops or any vegetation whose removal would not be essential to his operations.

3. Erosion

The Contractor shall take care at all times to prevent erosion on every site and elsewhere on land which may be affected by his operations and the Engineer may impose such reasonable limitations and restrictions upon the method of clearance and upon the timing and season of the year when clearance is carried out as the circumstances warrant.

4. Ground Levels

Before commencement of any earthworks or demolition the sites shall be surveyed, as necessary, in conjunction with the Engineer to establish existing ground levels. These agreed ground levels shall form the basis for the calculation of any subsequent excavation and filling.

5. Trial Holes

The Contractor shall excavate refill and restore in advance of his programme such trial holes as he may require for determining the nature of the subsoil and the location of existing underground services and obstructions.

6. Excavation Generally

Excavations shall be made in open cutting unless tunneling or heading is specified or approved by the Engineer and shall be taken out as nearly as possible to exact dimensions and levels so that minimum of infilling will afterwards be necessary. The Contractor shall ensure the stability and safety of excavations and shall take all measures necessary to ensure that no collapse or subsidence occurs.

Except where described in the Contract or permitted under the Contract excavation shall not be battered. The sides of all excavations shall be kept true and shall where necessary be adequately supported by means of timber, steel or other type struts, walling, poling boards, sheeting, bracing and the like.

Excavations shall be kept free from water and it shall be the Contractor's responsibility to construct and maintain temporary diversion and drainage works and to carry out pumping and to take all measures necessary to comply with this requirement.

In the event of soft or otherwise unsuitable ground being encountered at formation level or if the formation is damaged or allowed to deteriorate the Contractor shall forthwith inform the Engineer, shall excavate to such extra depth and refill with compacted granular or other approved fill or C15 concrete (minimum compressor strength 15N/mm²) as the Engineer may require. With respect to the side face of any excavation against which concrete or other work will be in contact the Engineer may require that the net dimensions of the work be increased.

The Contractor shall be responsible for the disposal of Surplus excavated material off site, which shall be to a location approved by the Engineer. No excavated material suitable for re-use shall be removed without the approval of the Engineer.

The Contractor shall not deposit excavated materials on public or private land except where directed by the Engineer or with the consent in writing of the relevant authority or of the owner or responsible representative of the owner of such land and only then in those places and under such conditions as the relevant authority, owner or responsible representative may prescribe.

7. Excavation in Excess

If any part of any excavation is in error excavated deeper and/or wider than is required the extra depth and/or width shall be filled with Grade C15P concrete or compacted granular or other approved fill to the original formation level and/or dimensions as the Engineer directs.

In pipe trenches where the pipe is not bedded on or surrounded with concrete, excess excavation shall be filled with compacted granular material. Excess excavation in rock trenches shall be filled with concrete (15N/mm² compressive strength) up to 150mm below the pipe invert.

8. Mechanical Excavation

Mechanical excavation shall be employed only if the subsoil is suitable and only in such manner which will allow adequate support of the excavations. The Contractor shall ensure that there are no pipes, cables, mains or other services or property which may be disturbed or damaged by its use.

9. Excavation for Pipe laying

The width of trench excavation shall be the minimum required for efficient working after allowance has been made for any timbering and strutting, and shall not exceed the widths described in the Contract. At any one spread the maximum length of open trench shall not, without the prior approval of the Engineer, exceed 100 metres.

Trenches in rock for pipes up to 100mm bore shall be excavated to provide a minimum clearance of 100 mm and a maximum of 300 mm around the outside of the pipe and joints. For pipes exceeding 100mm bore the minimum clearance shall be increased to 150mm and a maximum of 400mm.

Where the trench is in rock or rocky ground the Contractor shall excavate the pipe trench to a depth of 150mm below the invert of the pipe and refill with compacted granular fill.

The materials for re-use excavated from trenches shall be stockpiled at the sides of the trench except where this would obstruct any road or footpath and prevent the passage of traffic or pedestrians. In such cases the Contractor shall excavate the trench in such lengths and stockpile the excavated materials at such places as the Engineer may require.

Where excavation for pipe laying is carried out behind thrust blocks on existing pipelines the Contractor shall provide adequate support arrangements to transfer thrusts to the surrounding ground.

10. Headings

Excavation for pipes in heading shall be carried out to the approval of the Engineer and to dimensions which will permit a proper inspection to be made. The heading shall be properly and securely timbered. The pipe shall be laid on a minimum thickness of 150mm of concrete. After the pipe has been laid, jointed and tested the heading shall be filled in short lengths not exceeding 1 metre with Grade C15P concrete or as directed. The heading shall be completely filled with concrete and hard filling shall then be rammed into the concrete at the crown of the heading. Special precautions shall be taken to prevent a slump in the concrete and to ensure that no slips or falls of the heading or in the ground above or in the shafts can take place.

11. Excavation for Foundations of Structures

The Contractor shall give sufficient notice to the Engineer to enable him to inspect and approve foundations in advance of placement of the permanent works. The Engineer may withdraw his approval if work is not commenced within 48 hours or the formation is subsequently allowed to deteriorate.

If the Engineer directs a bottom layer of excavation of not less than 75mm thickness shall be left undisturbed and subsequently taken out by hand immediately before concrete or other work is placed.

Formations which are to receive concrete blinding or a drainage layer shall be covered with such blinding or layer immediately the excavation has been completed, inspected and approved by the Engineer.

Surfaces against which permanent works are to be placed shall be kept free of oil, water, mud or any material.

No concrete or other materials shall be placed until formations have been approved. Adequate notice shall be given to the Engineer to enable him to examine the formation.

12. Rock Surfaces under Concrete Structures

12.1 Concrete Placed Directly on Rock

Rock under concrete structures shall be prepared by picking, barring and wedging or other methods which will leave the rock in as sound a condition as may reasonably be expected according to the rock quality.

Rock surfaces shall be thoroughly cleaned by compressed air and water jet or such means as the Engineer may direct before concrete is placed.

12.2 Concrete Placed on Capping Layer

Where instructed the rock excavation shall be taken down to a depth of 1.0m below the underside of the structure and the excavation backfilled with capping materials to the required formation level. Capping material shall be granular material. The material shall be compacted in 150mm layers to achieve a density of not less than 95% maximum dry density at optimum moisture content + 5% to 2% as determined by the BS heavy compaction tests to BS 1377.

13. Excavated Materials Suitable for Re-use

In so far as they are suitable and comply with the Specification, materials arising from excavations shall be re-used in the Works.

During excavation, the Contractor shall ensure that all material suitable for re-use are kept separate and set aside and protected as necessary to prevent loss or deterioration.

The materials forming the surface and foundations of roads, road verges, tracks and footways shall when excavated, and if required for further use, be carefully separated. All hard materials shall be kept free from soil or other excavated materials.

During excavation of pipe trenches the Contractor shall ensure that all granular or other approved material suitable for filling around and over pipes shall be kept separate and re-used for this purpose.

Paving slabs, bricks and similar surfaces shall be carefully removed and stacked. Prior to the commencement of excavation the number of badly broken and unsuitable paving slabs, bricks etc. on the line of the excavations shall be agreed with the Engineer.

In verges and other grass surfaces the grass and top soil shall be stripped and separately stacked.

14. Backfilling of Excavations

Backfilling shall be thoroughly compacted in layers not exceeding 150mm compacted thickness and by means which will not damage the Works.

Backfilling of reinforced concrete structures shall be with suitable material approved by the Engineer.

“Granular material” as backfill is defined as unconsolidated quarry dust, gravel, sand or similar in which the clay or silt content is not predominant. The use of angular crushed stone shall not be permitted.

15. Pipe Beddings

Unless otherwise specified granular material for beddings shall consist of aggregate to BS EN 12620 and shall conform to the following grading.

Pipe Nominal Diameter (mm)	Max Size (mm)	Grading (mm)
<50	Sand	N/A
50	10	10 single-size
80	10	10 single-size
100	10	10 single-size
150	15	10 or 14 single-size or 14 to 5 graded
200 to 500	20	10, 14 or 20 single-sized or 14 to 5 graded or 20 to 5 graded
<500	40	10, 14 20 or single-size crushed rock

Pipe Nominal Diameter (mm)	Max Size (mm)	Grading (mm)
		or 14 to 5 graded or 20 to 5 graded or 40 to 5 graded

Granular bedding material where specified shall have a Compaction Fraction not greater than 0.3 as ascertained by the test method described below.

Aggregates for flexible pipes shall consist of sub-rounded or rounded material which will not cause damage to or penetrate the pipe material.

Sand bedding material shall consist of approved local sand which material shall have a Compaction Fraction ascertained by the test method described below of not greater than 0.3.

Class A bedding shall consist of Grade C15P concrete bed and surround.

Class A1 bedding shall comprise a 120 degrees cradle of Grade C15P in situ un-reinforced concrete under the pipe with selected backfill material to a depth of 300mm above the crown of the pipe.

Class B bedding shall comprise a 180 degrees bed of single-size granular material in accordance with the above table, with selected backfill material to a depth of 300mm above the crown of the pipe.

Class S bedding shall comprise a complete surround of granular material in accordance with the above table to a depth of 150mm above the crown of the pipe.

Class D bedding shall comprise a hand-trimmed natural bottom to the trench with selected backfill material placed around and over the pipe to a depth of 300mm above the crown of the pipe.

Granular bedding and selected backfill material, placed around and to a thickness of 300mm above the crown of the pipes shall be placed simultaneously on both sides of the pipe in layers not exceeding 150mm thickness and compacted by the use of hand rammers taking particular care to compact the material under barrel of the pipe and around joints.

In trenches where there is a continuous accumulation of groundwater, the trench shall after obtaining the approval of the Engineer, be over-excavated by 150mm and shall be backfilled using compacted granular material in accordance with the above table.

If the quantity of suitable material which can be obtained from the excavations is insufficient, the Contractor shall either screen the excavated material or transport suitable material from other excavated or borrow pits on the Site. In cases where insufficient material exists on the Site, the Contractor shall import suitable material after obtaining the written approval of the Engineer.

16. Compaction Fraction Test

17.1 Apparatus required:

- 1) Open-ended cylinder 250 mm long and 150mm \pm 5mm internal diameter (150mm diameter pipe is suitable);
- 2) Metal hammer with striking face 38 mm diameter and weighing 1 kg.
- 3) Rule.

17.2 Method

Obtain a representative sample, more than sufficient to fill the cylinder (viz. about 10kg). It is important that the moisture content of the sample should not differ from that of the main body of material at the time of its use in the trench.

Place the cylinder on a firm flat surface and gently pour the sample material into it, loosely and without tamping. Strike off the top surface level with the top of the cylinder and remove all surplus material. Lift the cylinder up clear of its contents and place on a fresh area of flat surface. Place about one quarter of the material back in the cylinder and tamp vigorously until no further compaction can be obtained. Repeat with the second quarter, tamping as before, and so on for the third and fourth quarters, tamping the final surface as level as possible.

Measure down from the top of the cylinder to the surface of the compacted material. This distance in millimetres divided by the height of the cylinder (250mm) is the Compaction Fraction of the material under test.

To obtain a representative sample about 50kg of the proposed material should be heaped on a clear surface and divided with the spade down the middle into two halves. One of these should then be similarly divided, and so on until the required weight sample is left.

17. Selected Backfill Material

Backfill in contact with the pipes shall be selected material and shall not contain large stones, rocks, tree roots or similar objects which through impact or by concentrating imposed loads might damage the pipes. The material shall be capable of being compacted without the use of heavy rammers and should be free of clay lumps or other material larger than 75mm or stones larger than the maximum particle size specified for pipe bedding.

19 Backfilling of Pipe Trenches

The trench above pipe bedding level (300mm above the crown of the pipe) shall be filled with the approved back fill material obtained from the trench excavations, free from clay lumps, boulders and rock fragments larger than 150mm.

If the quantity of material which can be obtained from the pipe trench excavation is insufficient, the Contractor shall either screen the excavated material or transport suitable material from other excavations or borrow pits on the Site. In cases where insufficient material exists on the Site, the Contractor shall import suitable material after obtaining the written approval of the Engineer.

The material shall be placed in layers not exceeding 150mm thickness and compacted by the use of rammers to achieve a density of not less than 95% maximum density at optimum moisture content +5% to -2% as determined by the BS Heavy Compaction Test to BS 1377.

For trenches in fields and open areas where agreed by the Engineer the trench backfill shall be compacted to obtain a density of not less than 85% maximum dry density at optimum moisture content +5% to -2% as determined by the BS Heavy Compaction Test to BS 1377.

The density of the compacted fill shall be determined by the Contractor using the "sand replacement" method as directed by the Engineer.

Before backfilling trenches the Contractor shall obtain approval from the Engineer of the methods he proposes to use and shall demonstrate by means of tests that the specified compaction can be achieved. The method of compaction shall at all times be to the approval of the Engineer.

Where ground water conditions are such that the bedding material would be likely to act as a carrier for ground water from higher or lower ground, the Engineer may instruct flow barriers of suitable selected earth or concrete to be inserted in lieu of bedding material. Such barriers to be erected at reasonable intervals close to flexible joints in the pipe.

19.1 Excavation protection by warning marker tapes

All foundations or pipe trenches shall be protected from future damage arising from excavations. This shall be achieved by use of brightly pigmented detectable pipe marker tapes made from aluminum and polyethylene strips with tensile strength of 50N/mm². The tapes shall be laid above the excavated site at depth not exceeding 450mm and not less than 600 above the trenches. They shall be inert to acids and alkalis and retain their pigmentation and markings for at least 50 years. The contractor shall provide evidence of quality compliance from the manufacturer. The marker tapes shall carry the message specified in the BOQs.

19.2 Making Good Subsidence after Backfilling

Backfilling, whether in foundations or in pipe trenches, shall be thoroughly compacted by ramming and any subsidence due to consolidation shall be made up with extra compacted material. Should subsidence occur after any surface reinstatement has been completed the surface reinstatement shall first be removed, the hollows made up, and then the surface reinstatement re-laid. Any subsidence that occurs adjacent to the Site of the Works which is attributable to the Contractor's activities shall be reinstated to the full satisfaction of the Engineer.

20 Removal of Timbering from Excavations

Timbering shall be removed from the excavations before or during the process of backfilling except in so far as this removal of timber would be likely to cause damage to adjacent property, structures or structure foundations in which event the Contractor shall leave in the excavation such timbering as he considers necessary or as may be ordered by the Engineer.

21 Reinstatement of Surfaces

All surfaces whether public or private that are affected by the Works shall be reinstated temporarily in the first instance and when the ground has consolidated fully the Contractor shall reinstate the surfaces permanently.

Temporary reinstatement and permanent reinstatement of all surfaces, affected by the operations of the Contractor shall be carried out and maintained to the satisfaction of the Engineer and the responsible authority or owner.

Temporary reinstatement shall be carried out immediately the trenches are backfilled. Permanent reinstatement shall not be carried out until the ground has consolidated completely. The Contractor shall inform the Engineer before carrying out this work. In the event of further settlement occurring after completion of the permanent reinstatement the Contractor shall forthwith make good the reinstatement to the approval of the Engineer or responsible authority.

For the purpose of temporary and permanent reinstatement in bitumen and surfaced roads the surface width of trenches shall be increased by 150mm on each side of the trench for a depth of 75mm to provide a solid abutment for the surfacing material.

In verges and other grass surfaces and after the backfilling had been thoroughly consolidated the topsoil shall be re-laid rolled and planted with grass or other vegetation as directed by the Engineer as may be necessary and watered until the grass has become well established. Should the planting fail it shall be replanted as required until satisfactory growth is obtained. If at any time any reinstatement deteriorates the Contractor shall restore it to a proper condition immediately.

Should the Contractor not remedy the defect to the Engineer's satisfaction forthwith any remedial work considered necessary may be undertaken by the Employer and/or the responsible authority at the Contractor's expense.

All trees, shrubs and plants shall be carefully transplanted and shall be returned to their original location after the refilling of the excavations. Return of old or mature trees may be waived in cases where the age of the tree makes return impracticable, and approved tree seedlings shall be planted in their place. Topsoil shall be carefully set aside and replaced at the surface of the backfilling.

The Foundation trenches shall be refilled and rammed solid as specified in the Contract and shall not be topped up above the original surface level to allow settlement.

If any trench becomes dangerous the Engineer may call upon the Contractor for its reinstatement at three hours' notice and failing this to have the work done by others at the Contractor's expense.

In the case of footpaths the trench shall be refilled and rammed as specified to within 125mm of the surface. A foundation layer of 100mm compacted thickness of approved crushed limestone shall then be laid and compacted. The surface shall be cleaned and primed and the footpath surfacing shall be temporarily reinstated with 25mm compacted thickness of 14 mm nominal size dense wearing course macadam laid and compacted so as to achieve a dense, smooth and even course

surface using a roller of 750 to 3000kg mass. Any kerbs shall be reinstated to their original condition.

This excavated surface shall be thus maintained until the end of the Period of Maintenance or permanent reinstatement is ordered by the Engineer. Where permanent reinstatement is ordered by the Engineer the temporary surface and part of the foundation shall be removed to 50mm depth to permit the construction of a tiled or paved surface to match the original surface. An approved tiled or paved surface shall then be laid and bedded on sand or mortar to an even finish.

22 Restoration of Borrow Areas, Spoil Tips and Quarries

Any spoil tips, quarries or other borrow area developed by the Contractor for the purpose of the Works shall be finished to safe and fair slopes to the approval of the Engineer.

23 Top soiling and Grassing

Where required surfaces shall be soiled with fine sifted soil or silt not less than 100 mm compacted thickness which shall be raked and brought to a fine tilth.

Surfaces required to be grassed shall be planted with approved local grass at a spacing of 200mm x 200mm. The grassed area shall be replanted if the first or subsequent operation is unfruitful or if for any reason the grass is destroyed. Grassed areas shall be watered and attended until the grass has become well established.

The soiling and planting of the grass in slopes shall be carried out immediately the slope is formed and the grass shall be kept weeded and cut until the work is accepted at the time of the Certificate of Completion.

The Contractor shall supply attendance during the Defects Liability Period to ensure that all planted grass is kept weeded and cut, and if necessary watered.

24 Free Draining Fill

Free draining fill for use as backing to wall shall consist of sound hard stone or broken rock or concrete derived from demolition of structures. The particles shall be roughly cubiform and shall be between 75mm and 25mm in size. All smaller particles, Dust, rubbish and organic matter shall be excluded.

25 Hardcore

Hardcore shall consist of sound hard stone or broken rock or concrete derived from excavations or demolition of structures and shall be graded from 150mm to 50mm in size, except that sufficient but not excessive blinding materials of smaller sizes may be permitted at the discretion of the Engineer.

SECTION 3A. CONCRETE WORKS – GENERAL

1. Scope

This Specification applies to structural concrete in small structures such as manholes, chambers and superstructure elements of small building works. This specification also applies to concrete in thrust blocks, blinding, supports, fill etc

2. Concrete

2.1 Classes

This Specification includes 4 grades of concrete

Grade C15
Grade C20
Grade C25
Grade C30

The grade refers to the 28 day characteristic strength in N/mm²

2.2 Composition

The concrete composition shall generally conform to the requirements of the prescribed mix design, as set out in BS 5328 Tables 1 and 2. Small quantities of concrete may with the approval of the Engineer be batched in accordance with the Table 3.1 of Nominal Mixes

Table 3.1 Nominal Mixes

Grade of concrete	Approx. volume of Aggregate m ³ per m ³ concrete		Approx. cement per m ³ finished concrete in bags (each 50 kg)	Remarks
	Fine	Coarse		
C15	0.450	0.900	5	Aggregate max. size to be 20 mm. Fine aggregate to Zone M of BS 882 Water not to exceed 28 litres per 50kg of Cement
C20	0.400	0.875	6	
C25	0.375	0.825	8	
C30	0.350	0.725	11	

2.3 Structural Concrete

Structural concrete shall be Grade C20, C25 or C30, as shown on the drawings. The cement content shall not be less than 320 kg per cubic metre and the water/cement ratio shall not exceed 0.55 (27.5 litres per 50 kg of cement). The slump shall be 50 mm +/- 15mm when tested to BS 1881.

Unless otherwise approved by the Engineer, the fine aggregate shall comply with Zone M or Zone F of BS 882. Coarse aggregate shall be 20 mm max size. The proportions of the mix shall be approximately as shown in the Tables 1 and 2 of BS 5328 but these proportions may be varied to obtain the specified strength requirements. Admixtures may not be used in ordinary structural concrete. A trial mix of the concrete to be used shall be made in the presence of the Engineer's Representative sufficiently in advance of the commencement of concreting to permit the 28 day compression test result of the cubes taken from the mix to be approved by the Engineer's Representatives. 28 day compression cube tests shall be carried out taking one sample for each 20 m³ of concrete placed with a minimum of one sample per day. Three cubes are to be cast from each sample. If more than 5% of test results fall below the specified characteristic strength when tested to BS 1881, adjustments to the mix shall be made in order to obtain the strength required and the Engineer may require concrete already placed to be made good as described in this Specification.

2.4 Cement

Cement for normal concrete shall be Ordinary Portland or Rapid Hardening cement to BS 12 or shall be CEMI-32.5, CEMII-32.5 or CEMIV-32.5 or higher strength grade in accordance with Kenya Standard KS 1725 Part 1 and Part 2. Cement for Sulphate resisting concrete shall be Sulphate

resisting cement to BS 4027. Cement which is not fresh and dry before mixing shall not be used in the Works.

2.5 Water

Water shall be potable

2.6 Aggregates

Fine aggregate shall be clean natural sand. Coarse aggregate shall be crushed stone, washed gravel or other inert granular material as approved by the Engineer.

All aggregates shall comply with the requirements of BS 882 and grading curves shall be provided for all aggregates used.

3. Reinforcement

Reinforcement shall comply with BS 4449 and shall be bent in accordance with BS 4466. Fabric reinforcement shall be made from cold-drawn high tensile steel and shall comply with BS 4483. Reinforcement which is rusted shall be wire brushed before use to remove mill scale.

4. Formwork

4.1 Requirements

Formwork shall be accurately formed and shall be of sufficient strength and rigidity as to carry the weights and pressures of the concrete without deformation. It shall be tight so as to avoid the loss of grout and shall be clean and free from damage.

"Rough Finish Formwork" shall consist of sawn boards or sheet metal panels and shall only be used where specified in the Bill to produce a rough finish.

"Fair Finish Formwork" shall produce a high standard of finish. Where not otherwise specified in the Bill of Quantities this formwork shall be used throughout the Works. It shall consist of wrought timber boarding 40 mm thick tongued and grooved, or framed plywood, and arranged in a uniform pattern.

4.2 Striking and Removal of Formwork

Striking of formwork shall be carried out having regard for the climatic conditions prevailing, and shall be 'undertaken at the sole risk of the Contractor. Where premature removal of formwork takes place and deformation is apparent, with or without distress in the concrete, the work shall be made good as described in this Specification. The following striking' times are included as a guide for normal conditions and shall be treated as a minimum requirement:

Suspended Slabs	(props left under)	5 days
Ditto	(props removed)	10 days
Beam soffits	(props left under)	9 days
Ditto	(props removed)	19 days
Sides of beams, walls and columns		1 day

All exposed concrete arrises are to have 20mm x 20mm chamfer unless otherwise shown on the drawings.

5. Concreting

5.1 Requirements

The finished concrete shall be dense durable and free from cracks and honeycombing.

5.2 Mixing, Transporting and Placing

All concrete shall be made in a mechanical mixer. Concrete shall be placed within 30 minutes of completing the mixing or agitation. Mixing may be continued in the mixer or agitator up to a maximum period of 90 minutes and for not less than the period required to achieve an even

consistency of the mix. All concrete shall be compacted by a mechanical vibrator and a slump test shall be carried out on each batch mixed, unless otherwise approved by the Engineer's Representative.

5.3 Concreting in difficult weather conditions

Concreting during hot or cold weather conditions shall comply with the established requirements of good practice. During wet weather adequate covering shall be provided to both materials and concrete.

5.4 Curing

All concrete shall be properly cured for 7 days, by wetting or by use of an approved curing membrane.

5.5 Finishes to Concrete

All exposed faces of concrete shall be hard, smooth and free from honeycombing and other blemishes. All projections shall be rubbed down with carborundum stone. The normal finish to slabs and screeds, unless otherwise specified, shall be formed by wood floating the accurately leveled or screeded surface.

5.6 Making Good

Any section of the work which, in the opinion of the Engineer, does not conform to the requirements or clear intent of this Specification, or to the requirements of established good practice, shall be made good or removed and replaced as directed by the Engineer at the expense of the Contractor.

5.7 Ready Mixed Concrete

Ready mixed concrete shall comply with the requirements of this Specification and to those other requirements of BS 5328 which do not conflict with the Specification.

5.8 Granolithic Concrete

Granolithic concrete shall conform to the recommendations laid down in the "Specification for Granolithic floor toppings laid on in-situ concrete" as published by the Cement and Concrete Association with special reference to monolithic construction.

5.9 Concrete Benching

Concrete benching shall consist of structural concrete, as herein specified, placed to a low workability and finished while still green with 50 mm Grade C25 fine concrete using a maximum aggregate size of 10 mm and steel trowelled to a smooth dense finish to the concrete contours.

5.10 Precast Concrete Units

5.10.1 Requirements

Precast concrete units, unless otherwise stated, shall be obtained from an approved manufacturer and shall be true to dimension and shape with true arises and with perfectly smooth exposed faces free from surface blemishes, air holes, crazing and other defects, whether developed before or after building-in. They shall comply with the appropriate BS. In addition, the following requirements particular to the various units shall be complied with:

5.10.2 Kerbs

Precast concrete kerb shall conform to BS 340, except that coarse aggregate shall conform to BS 882. Fine aggregate shall consist of sand resulting from the natural disintegration of rock.

Approved air-entraining agents may be permitted to be used providing that approved adjustments are made to the mix with regard to water and fine aggregate proportions. In such cases the moisture absorption limits set out in BS 340 may be neglected subject to the concrete satisfying an approved freeze-thaw test based on thirty cycles of exposure.

5.10.3 Flags

Flags shall conform to BS 368

5.10.4 Other Blocks

Blocks used for building work shall conform to BS 6073/2028.

SECTION 3B: CONCRETE REPAIR AND REHABILITATION

1. Scope

The work shall consist of removal of unsuitable concrete; surface and face preparation; forming; and furnishing, placing, finishing, and curing concrete repair material and Installation of embedded items into existing concrete.

All materials required to repair structures shall meet the following specification:

Aggregates shall conform to the requirements of Material Specification BS 882, Aggregates for Portland Cement Concrete, unless otherwise specified. The grading of coarse aggregates shall be as specified by the manufacturer of a proprietary repair material.

Portland cement shall conform to the requirements of Material Specification CEM II/B-V (which contains 21–35% fly ash) or CEM III/A (which contains 36–65% GGBS). (Composition, Specifications and conformity criteria for common cements) and Part 2 (conformity Evaluation), Portland cement, for the specified type. Only one brand of any type of cement shall be used in any single repair as defined by the manufacturer of a proprietary repair material.

Water used in mixing and curing of the concrete repair shall be clean and free from injurious amounts of oil, salt, acid, alkali, organic matter, or other deleterious substances.

Air-entraining admixtures shall conform to the requirements of Material Specification ASTM C 260, Chemical Admixtures for Concrete. If air-entraining cement is used, any additional air-entraining admixture shall be the same type as that in the cement.

Chemical admixtures for water-reducing, retarding, or water-reducing and retarding shall conform to the requirements of Material Specification ASTM C 494, Chemical Admixtures for Concrete.

Curing compound shall conform to the requirements of Material Specification ASTM Specification C 309, Concrete Curing Compound.

ShotCrete, Construction Specification ASTM C 33.

Proprietary concrete repair material shall be subject to review and approval of the engineer before use. The material shall meet all specified salient features for repair material and not react detrimentally with the existing concrete or associated member of the structure being repaired.

Replacement concrete repair material shall be a material that consists essentially of a binding medium of Portland cement and water that will meet all the specified salient features for repair material and not react detrimentally with the existing concrete or associated members of the structure being repaired. This may be, but is not limited to, a conventional concrete mix with or without admixtures, ShotCrete, preplaced aggregate concrete, or grout

2. Submittals

Submittals shall conform to all provisions and sections of these specifications. Submit manufacturer's product information, installation instructions and recommendations, and certification of compliance with required properties for all repair materials.

3. Repair Scope

Patch and fill openings in existing concrete indicated to be patched or filled.

Patch, fill holes in and otherwise repair damage to concrete and concrete surfaces resulting from removal of penetrating pipes and other embedded items, from installation of pipes or other items embedded in or passed through concrete, and from other construction activities.

Crack Repair: Repair the full length of cracks in concrete members in new structures, and in existing structures as follows:

Deteriorated Concrete:

- I. Repair interior concrete surfaces showing signs of deterioration in the following existing structures:
- II. The level of deterioration of the concrete varies within each of the listed structures.

4. Preparation of areas to be repaired

All loose, cracked or otherwise unsuitable or defective concrete shall be removed from the existing structure and the final extent of removal shall be determined by the engineer after inspection of prepared surfaces.

Feathered edges at the surface are not permitted. The surface edge of the repaired area shall be cut with a saw, drilled, or chipped to leave a sharp edge with a minimum of a 20mm depth face perpendicular to the face of the wall.

The top side of the repair hole shall be shaped to a uniform, fairly straight face that is sloped upward on a 25mm rise for each 75mm of depth of cut toward the face from which the repair material will be placed. The repair hole shall be conical in shape with the large end at the surface from which repair material will be placed.

The bottom and vertical or near vertical sides of the hole shall be cut sharply and approximately perpendicular to the face of the wall. All interior corners shall be rounded to a minimum radius of 25mm.

Where reinforcement is encountered, the concrete directly in contact with the sides of the reinforcement shall be removed to provide at least 25mm clear distance between the reinforcement and the in place concrete.

Before the concrete repair material is placed, all oil and grease shall be steam or solvent cleaned from all reinforcement and surfaces to which the repair material is required to bond. If solvent cleaning is used, solvents and solvent residue shall not impair the repair material or its bonding strengths.

After removal of all oil and grease, the reinforcement shall be cleaned to remove any loose, flaky rust, mill scale, and other coatings or foreign substances that would impair bonding of the repair material to the reinforcement. The prepared faces of the repair hole shall be cleaned by high pressure water jets or compressed air jetting with water to remove all loose particles and dust. The repair hole shall be free of chips, sawdust, debris, free water, ice, snow, or other harmful substances or coatings.

Where repair material manufacturer recommends use of an epoxy-bonding agent, follow recommendations of both the repair material and epoxy bonding agent manufacturers

The contractor shall ensure that repaired surfaces are fully consolidated completely filling all portions of areas to be filled.

Bring repair surfaces into alignment with adjacent existing surfaces to provide uniform, even surfaces. Unless indicated otherwise, repair surfaces shall match adjacent existing surfaces in texture and receive coatings or surface treatments provided for adjacent existing surfaces.

5. Treatment of Surface Defects

Surface Defects are depressions in concrete surfaces not extending all the way through a member, caused by physical damage, un-repaired rock pockets created during original placement, spalling due to corroded reinforcing steel or other embeds, or removal of embedded items or intersecting concrete members. The preparation procedure for such defects are follows:

Preparation Procedure;

- I. Remove loose, damaged concrete by chipping to sound material.
- II. Where existing reinforcing bars are exposed, remove concrete at least 25mm deep all around the exposed bars. If the existing bars are cut through, cracked, or cross-sectional area is reduced by more than 25 percent, notify the Owner's Representative immediately

Repair Material:

- I. Use only repair mortar to repair surface defects in members normally in contact with water or soil, and defects in interior surfaces of structures which are intended to contain water.
- II. Repair of other surface defects may be by application of repair mortar, repair concrete or cement grout, as appropriate.

6. Disposal

Unless otherwise specified, all concrete and other debris resulting from the repair works shall be removed from the site and disposed of at location(s) of the contractor's selection. The contractor is responsible for complying with all NEMA regulations pertaining to the disposal of such waste.

7. Selection of concrete repair material

Only one brand of proprietary concrete repair material shall be used in any single repair operation unless compatibility between brands can be proven with actual test or performance data.

A conventional concrete mix to be used as a replacement concrete repair material shall be ready-mix concrete that meets all the specified salient features for repair material and conforms to ASTM C94. Option A from section 5 of ASTM C94 shall apply.

The contractor is responsible for the selection and correct application of the concrete repair material. At least 14 days before installation, the contractor shall provide the engineer for approval all technical data for the repair material. The technical data shall include the design mix and test results to verify satisfactory conformance to the salient feature requirements. If a proprietary material is used, the manufacturer's recommended preparation, use, and installation specifications shall also be submitted 14 days before installation. Concrete repair material shall not be placed before approval.

Concrete repair material shall have the following salient features:

- a. Be a cementitious material that after hardening will remain stable in wet and moist environments and will not dissolve in water.
- b. A 28-day compressive strength of 27N/mm² or greater when tested according to ASTM C39, unless otherwise specified.

- c. Bond strength of the repair material shall be tested in accordance with ASTM C882 procedures for type V material and shall have the minimum strength of 7N/mm² at 28 days unless otherwise specified.
- d. Shall be suitable for application at the minimum temperature of 15° C
- e. Shall not contain chlorides, added gypsum, added lime, or high alumina cements. Shall be noncombustible both before and after cure.
- f. Color shall be concrete gray unless otherwise specified.
- g. Shall not produce a vapor barrier material and shall be thermally compatible with concrete.
- h. Shall have a freeze-thaw resistance equal to or greater than 27N/mm², air-entrained concrete designed for severe exposure conditions according to ACI Standard Practice 211.1, unless otherwise specified.
- i. Shall exhibit no shrinkage at 28 days and no more than 0.4 percent expansion at 3, 14, or 28 days after placement when tested according to the procedures in Corps of Engineers Specification for Non-shrink Grout, CRD-C621.

8. Handling and measurement of material

For all types of repair material, the cementitious components shall be kept dry and protected from contamination until incorporated in the mix. Broken containers or bags of premeasured and premixed components will not be accepted.

Handling and measurement of conventional concrete mix repair material shall conform to ASTM C94.

Handling and measurement of prepackaged proprietary material shall follow the manufacturer's recommendations and requirements. Handling and measurement of components that are not prepackaged or premeasured shall be in accordance with the following requirements and the manufacturer's requirements. A copy of the manufacturer's written requirements will be provided to the engineer 14 days before installation. The handling and measurement requirements are:

- Aggregates shall be stored or stockpiled in such a manner that separation of coarse and fine particles of each size is avoided and that various sizes do not become intermixed before proportioning. Methods of handling and transporting aggregates shall be such as to avoid contamination, excessive breakage, segregation or degradation, or intermingling of various sizes.
- Scales for weighing aggregates and repair material components shall be beam type, electronic, or spring- less dial type. They shall be accurate within 0.4 percent under operating conditions. All exposed fulcrums, clevises, and similar working parts of scales shall be kept clean and properly maintained.
- The quantities by weight of repair material components and aggregates in each batch of material, as indicated by the scales, shall be within the following percentage of the required batch weights:
 - Aggregates ± 2 percent
 - Other components ± 1 percent
- Measuring tanks for mixing water or liquid shall be of adequate capacity to furnish the maximum amount of mixing water or liquid required per approved batch. Measuring tanks

shall provide the means for readily and accurately measuring the amount of water or liquid required. Accuracy of water measurement shall be plus or minus 1 percent.

9. Forms

Forming material shall be wood, plywood, steel, or other approved material and shall be mortar tight. The forms and associated falsework shall be substantial and unyielding and shall be constructed so that the finished repair conforms to the specified dimensions and contours. Form surfaces shall be smooth and free from holes, dents, sags, or other irregularities.

Before the forms are set into place, the surface of the form shall be lined with plastic sheeting or coated with a non-staining form release agent compatible with the repair material being used. This prevents bonding of the repair material to the forms. If the forms are lined with plastic, the plastic shall be stretched taut to remove all wrinkles and folds and maintain a smooth condition during the placement and curing of the repair material.

Metal ties or anchorage within the forms shall be equipped with cones, she-bolts, or other devices that permit their removal to a minimum depth of 25mm without injury to the concrete or repair material. Ties designed to break off below the surface of the concrete shall not be used without cones.

All visible edges and corners included in the repair location shall be shaped the same as adjacent or similar edges or corners of the structure being repaired.

Forms shall be constructed to facilitate consolidation and complete filling of the repair void, and, when all surfaces are formed, to facilitate applying pressure to the repair material immediately after placement.

10. Mixing, conveying, and placing

Proprietary repair material shall be mixed and conveyed to the forms according to manufacturer's written recommendations. Material that cannot be placed within the manufacturer's time requirements shall not be placed in the forms and shall be discarded offsite at locations selected by the contractor.

Concrete repair material shall not be placed until the subgrade, forms, and steel reinforcement have been inspected and approved by the engineer.

The contractor shall have all equipment and material required for curing available at the site ready for use before placement of repair material begins.

No concrete repair material shall be placed except in the presence of the engineer. The contractor shall give reasonable notice to the engineer each time concrete repair material is scheduled for placement. Such notice shall be adequate to allow the engineer sufficient time to review and approve the subgrade, forms, steel reinforcement, and other preparations for compliance with the specifications. Other preparations include, but are not limited to, the mixing and delivery equipment and system, placing and finishing equipment and system, schedule of work, work- force, and heating and cooling facilities as applicable. All deficiencies are to be corrected before concrete repair material is mixed for placement.

The concrete repair material shall be deposited as closely as possible to its final position in the forms and shall be worked into the corners and angles of the forms and around all reinforcement and embedded items in a manner to prevent segregation of aggregates or excessive laitance. The depositing of repair material shall be regulated so that the material can be consolidated with a minimum of lateral movement.

Unless otherwise approved, concrete repair material shall not be dropped from a height greater than recommended by the manufacturer or 5 feet, whichever is less.

Unless otherwise specified, all concrete repair material required for each repair location shall be placed in one continuous operation. Successive layers or batches shall be placed at a rate sufficient to prevent setting of material between successive layers.

At the time of placement of repair material, the existing concrete surface shall be damp and without free water unless otherwise specified or required by the manufacturer of the proprietary repair material being used.

11. Consolidating

Concrete repair material shall be consolidated to ensure positive contact of repair material with all repair surfaces and reinforcing steel, to remove entrapped air pockets and voids, and to maximize the density of the repair material.

Vibration shall not be applied directly to the reinforcing steel or other embedded items, the forms, or to concrete repair material that has hardened to the degree that it is no longer plastic. The use of vibrators to transport concrete repair material in the forms or conveying equipment is not allowed.

Proprietary repair material shall be consolidated in accordance with the manufacturer's recommendations.

Unless otherwise specified, conventional concrete mix repair material shall be consolidated in the following manner:

- a. Conventional concrete mix repair material shall be consolidated with internal type mechanical vibrators capable of transmitting vibration to the concrete at frequencies not less than 8,000 impulses per minute. Vibration shall be supplemented by spading, rodding, or hand tamping as necessary to ensure smooth and dense concrete along form surfaces, in corners, and around embedded items.
- b. The location, manner, and duration of the application of the vibrators shall be such as to secure maximum consolidation of the concrete repair material without causing segregation of the mortar and coarse aggregate and without causing water or cement paste to flush to the surface. Vibration shall compact the concrete repair material and bring it into intimate contact with the forms and embedded items while removing voids and pockets of entrapped air.
- c. The contractor shall provide sufficient vibrators to properly consolidate the concrete repair material immediately after it is placed. Vibration shall be applied to the freshly deposited concrete repair material by slowly inserting and removing the vibrator at points uniformly spaced and not farther apart than twice the radius of action (i.e., the distance that the concrete repair material is visibly effected by the vibration). The area visibly effected by the vibrator shall overlap the adjacent, just vibrated area. The vibrator shall extend vertically into the previously placed layer of fresh concrete repair material at all points. This ensures an effective bond between layers. In thin slabs the vibrator(s) should be sloped toward the horizontal to allow operations in a fully embedded position.
- d. The internal vibration of thin slabs (less than 220mm) may be augmented using surface vibrators when approved by the engineer. Consolidation of the concrete repair material from the top surface down, along with a leveling effect to assist the finishing operation, may be provided by vibrating screeds, plate or grid vibratory tampers, or vibrating roller screeds. The contractor's plan, including equipment selection and specifications, shall be submitted to the contracting officer for approval at least 5 days before concrete repair material placement using surface vibrating methods.

12. Patching Of Holes in Concrete

Holes: For the purposes of this section, holes are defined as penetrations completely through a concrete member, with interior surfaces approximately perpendicular to the surface of the existing member. Chip interior surface areas which are inclined and do not meet this criterion as necessary to meet this requirement.

Perimeter of holes at the surface shall form a regular shape composed of curved or straight line segments. Provide at least the minimum placement depth specified for the material used at all locations. Score existing concrete by saw cutting and chip as needed to meet this requirement.

Roughen the interior surface of holes less than 300mm in diameter to at least 3mm amplitude. Roughen larger holes to at least 6mm amplitude.

At holes not filled with repair mortar or non-shrink grout, and where otherwise recommended by the repair material manufacturer, coat existing surfaces to be repaired with epoxy bonding agent.

Where a surface of a member is exposed to view and the repair material cannot be adjusted to match the color of the existing concrete, hold back the repair material 50mm from the surface. Fill the remaining 50mm with color-adjusted cement grout. Roughen the surface of the repair material when placed to improve bond with the cement grout.

a. Patching Small Holes:

Fill holes less than 300mm in least dimension and extending completely through concrete members with repair mortar or non-shrink grout.

Fill holes in members normally in contact with water or soil with Class I non-shrink grout in accordance with CRD-C621 and ASTM C1107 Grade C and B (as modified below) when tested using the amount of water needed to achieve the following properties:

- a. Fluid consistency (20 to 30 seconds) per CRD-C611 at initial testing.
- b. Fluid consistency (45 seconds) per CRD-C611 at 30 minutes after mixing.
- c. At temperatures of 7, 23, and 35°C

b. Patching Large Holes:

Fill holes larger than 300mm in least dimension with repair concrete, repair mortar or non-shrink grout.

Provide large holes normally in contact with water or soil and not filled with Class I non-shrink grout with resilient waterstop placed in a groove approximately 6mm deep ground into the interior edge of the hole at the center of the wall providing a smooth surface in which to place the resilient waterstop. Alternatively, bond bentonite waterstop to the surface using an epoxy grout which completely fills all voids and irregularities beneath the waterstop material. Install waterstop in accordance with Section 03250 - Joints in Concrete Structures.

Provide reinforcing steel in layers matching existing reinforcement locations, except provide concrete cover required by the Contract Documents for the applicable service condition. For holes smaller than 1200mm, reinforcement shall be at least #5 bars on 300mm centers in each layer required. At all holes larger than 700mm, drill and grout the reinforcement into the existing concrete.

c. Patching Of Lined Holes

These provisions apply to openings which have embedded material over all or a portion of the inside edge. Requirements for repairing holes in concrete specified above shall apply as modified herein. The Owner's Representative will determine when the embedded material is allowed to remain.

Where embedded material is allowed to remain, trim it back a minimum of 25mm from the concrete surface. Roughen or abrade the embedded material to promote good bonding to the repair material. Completely remove any substance that interferes with good bonding.

Completely remove embedded items not securely and permanently anchored in the concrete.

Completely remove embedded items larger than 25mm in least dimension unless composed of a metal to which reinforcing steel can be welded. Where reinforcement is required, weld it to the embedded metal.

Following additional requirements apply to concrete in contact with water or soil.

- a. Fill lined openings less than 100mm in least dimension with epoxy grout.
- b. Coat lined openings greater than 100mm but less than 300mm in least dimension with an epoxy-bonding agent prior to filling with Class I non-shrink grout.
- c. Coat lined openings greater than 300mm in least dimension with an epoxy bonding agent and bond bentonite waterstop to the interior of the opening prior to filling with approved repair material.

d. Installation of Pipes and Frames

The following applies to installation of permanent pipes and frames in openings cut into existing concrete members.

Cut opening to a size which is a minimum of 25mm and a maximum of 75mm larger than the outside edge of the embedded item. At openings with sharp corners, take care not to saw cut beyond the opening so as to damage existing reinforcing bars. At openings which are greater than 600mm in least dimension, chip a keyway into the center of the wall. Keyway shall be at least 40mm in depth and from 95mm the member thickness in width. All surfaces except at the keyway shall be perpendicular to the member surface as specified herein for patching holes.

Provide embedded items with a flange or other positive means of anchorage to repaired members. At members in contact with soil or water, provide continuous waterstop flanges around embeds. Where concrete pipe will be embedded, provide resilient waterstop around pipe at wall centerline.

Roughen the interior surface of openings to at least 6mm-amplitude. Sandblast the embed surface to be in contact with concrete clean to promote good bonding to the repair material.

Fill the space between the frame and the existing concrete with Class I non-shrink grout.

Where surface of a member is exposed to view and the repair material cannot be adjusted to match the color of the existing material, hold back the repair material 50mm from the surface. Fill the remaining 50mm with color-adjusted cement grout.

e. Non-Fixed Installation of Pipes

The following applies to installation through existing concrete of piping to be sealed with adjustable linked seals, resilient connectors, or packing and sealant. When more appropriate, the Employer's representative may require installation of a sleeve instead of the core-drilled hole specified herein.

Size core-drilled opening to permit installation of the required seal; locate to minimize cutting of existing reinforcing steel.

Where linked or resilient seals are to be installed, coat the interior surface of the opening with epoxy at least 3mm thick for a smooth and even surface promoting a good seal.

Where packing and sealant are required, seal exposed reinforcing bars with at least 3mm thick layer of epoxy extending 12mm beyond the bars on all sides. Prepare the surface of the cut concrete and the pipe as recommended by the sealant manufacturer.

f. General Crack Repair

To repair cracks identified by the Employer's representative as to be caused by shrinkage or thermal movement to be repaired by injection with chemical grout as specified herein.

To repair cracks not caused by shrinkage or thermal movement to be repaired by epoxy injection or as otherwise directed by the Employer's Representative.

g. Chemical Grout Crack Repair

Inject chemical grout into all cracks as directed by the Engineer in those structures included in the scope of work listed herein in accordance with the chemical grout manufacturer's installation instructions and recommendations.

Location of Injection Ports: Locate injection ports as recommended by the chemical grout manufacturer and as needed to insure complete penetration of the joint or crack with the grout. Spacing of injection ports shall not exceed 600mm

Drilling Ports: Drill holes for injection ports to the depth needed for proper distribution of the chemical grout. Take care to not damage any reinforcing steel.

Port preparation: Clean holes for injection ports of all debris and fit with an injection fitting as provided by the manufacturer of the chemical grout, or equal. Install injection fittings in accordance with manufacturer's instructions; allow fittings to remain in place until chemical grout injection work is complete in that area. Install caps or valves at injection ports to prevent back flow of uncured chemical grout after it has been injected.

Chemical Grout Injection:

1. Follow instructions and recommendations of the chemical grout manufacturer and its representatives for chemical grout mixing and injection procedures.
2. Seal cracks at the surface where needed to assure complete penetration of injected chemical grout and prevent loss of material.
3. Prior to chemical grout injection, inject water into ports to provide water for the reaction process, flush out foreign matter and verify continuity between adjacent ports. Inject water into each port until it begins to flow from an adjacent or nearby port.

4. If the water injection procedure indicates the potential presence of voids within members or behind members resting against soil, notify the Owner's Representative immediately.
5. Beginning at the lowest injection port, inject chemical grout until the grout begins to flow from an adjacent or nearby port. Repeat the process until the crack is completely filled. In general, port-to-port travel of the injection process will be from low to high in a continuous operation.
6. If port-to-port continuity does not occur at locations where continuity was verified through water injection, mark location and notify the Engineer.
7. Avoid sudden application of high pressure during the injection process.
8. After completion of the grouting operation, remove all ports and surface sealing materials leaving an undamaged surface

h. Epoxy Crack Repair

Inject epoxy into all cracks in damaged concrete as indicated by the Owner's Representative in structures included in the scope of work listed herein. Follow installation instructions and recommendations of the epoxy manufacturer.

Inject cracks with sufficient pressure to ensure full penetration of epoxy but without causing further damage.

Location, drilling and preparation of ports for injection: As specified for chemical grout herein.

Epoxy Injection:

1. Follow instructions of the epoxy manufacturer and its representatives for all mixing and injection procedures.
2. Seal all cracks at the surface where needed to provide for complete penetration of the injected epoxy and to prevent loss of material.
3. Beginning at the lowest injection port, inject the epoxy until it begins to flow from an adjacent or nearby port. Repeat the process until the crack is completely filled.
4. If port-to-port continuity does not occur, mark the location and notify the Owner's Representative.
5. Avoid sudden application of high pressure during the injection process.
6. After completion of injection operations, remove all ports and surface sealing materials to leave an undamaged surface.

i. Repair of Deteriorated Concrete

These provisions pertain to concrete damaged by abrasion, chemical attack or corrosion of reinforcing steel. The only material acceptable for surface repair is repair mortar as specified herein. Where the repaired surface is to be subsequently covered with a PVC liner or other protective material, coordinate finishing details with the liner material manufacturer.

Surface Preparation:

1. Remove loose, broken, softened and acid-contaminated concrete to sound, uncontaminated concrete.
2. Notify the Engineer when removal of deteriorated concrete is complete. Schedule two weeks for the Engineer to inspect the surface, perform testing for acid contamination, determine if additional concrete must be removed, and to develop any special repair details that may be needed. Should it be determined that additional concrete must be removed to reach sound, uncontaminated material, schedule another two-week period for further evaluation after completion of the additional removal.
3. Follow repair mortar manufacturer's instructions for additional surface preparation.

j. Repair Mortar Placement

Follow manufacturer's recommendations for mixing and placement of repair mortar. After the initial mixing of the repair mortar, do not add additional water to change the consistency should the mix begin to stiffen.

Place repair mortar to the minimum thickness recommended by manufacturer but not less than 25mm. Should there be areas where less than the minimum repair mortar depth of concrete is removed, Contractor may remove additional concrete to attain the minimum repair mortar thickness or may place repair mortar so as to increase the original thickness of the member. In any case, add repair mortar so that minimum cover over existing reinforcing steel is 25mm. Do not place repair mortar so as to create locally raised areas. Where there is a transition with wall surfaces which are not in need of repair, do not feather the repair mortar at the transition. Saw cut a score line to not less than the minimum repair mortar depth and chip concrete out to it to form the transition. Take care not to cut or otherwise damage reinforcing steel.

Finish repair mortar in an even, uniform plane to restore the member to its original surface. Out-of-plane tolerance: No localized depressions or projections; 6mm maximum gap between repair mortar surface and a 3000mm straight edge in any orientation at any location

13. Removal of forms

Unless otherwise approved, forms shall not be removed sooner than the minimum time recommended by the manufacturer of the repair material or 48 hours, whichever is greater.

Forms shall be removed only when the engineer is present. Forms shall be removed in a manner to prevent damage to the concrete repair material. Supports shall be removed in a manner that permits the repair material to take the stresses caused by its own weight, uniformly and gradually.

14. Finishing formed surfaces

All repaired surfaces shall be true and even, and shall be free of open or rough spaces, depressions, or projections. Immediately after the removal of forms:

All bulges, fins, form marks, or other irregularities that in the judgment of the engineer will adversely affect the appearance or function of the structure shall be removed. All form bolts and ties shall be removed to a minimum depth of 25 mm below the surface of the repair.

The cavities produced by form ties and all other holes of similar size and depth shall be thoroughly cleaned. After the interior surface has been kept continuously wet for at least 3 hours, the cavities shall be carefully repaired with a compatible patching mortar or packed with a dry patching mortar mixed not richer than one part cement and three parts sand.

Dry patching mortar shall be mixed in advance and allowed to stand without addition of water until it has reached the stiffest consistency that will permit placing. Manipulation of

the mortar with a trowel during this period shall be performed as required to ensure the proper consistency.

Holes resulting from form bolts or straps that pass through the wall shall be entirely filled with mortar to form a dense, well-bonded unit. The mortar shall be tamped into place with a rod slightly smaller than the hole being filled. The hardened mortar shall be sound and free from shrinkage cracks.

All repaired areas shall be cured as specified in section 16 below.

15. Finishing unformed surfaces

All exposed surfaces of the concrete repair material shall be accurately screeded to grade and finished to match adjacent surfaces, unless otherwise specified. Water shall not be sprinkled or in any manner added to the surface of conventional concrete mix repair material during finishing operations.

Proprietary repair material shall be finished in accordance with the manufacturer's recommendations.

Joints and edges on unformed surfaces shall be shaped the same as adjacent or similar edges or corners of the structure being repaired.

Apply a smooth magnesium float finish to repair mortar.

When completed: No sharp edges. Exterior corners, such as at penetrations: 25mm radius. Interior corners: Square, except 50mm repair mortar fillet at corners to receive PVC lining

16. Curing

The repair material shall be protected against premature surface drying, rainfall, and freezing for at least 72 hours. For proprietary repair material, the manufacturer's recommendations for curing shall be followed. Replacement concrete repair material shall be protected from drying and freezing for 7 days after placement.

If curing compound is used, it shall be non-solvent type and shall conform to ASTM C309, Type 1-D, Class B, non-pigmented with a fugitive dye, unless otherwise specified. Curing compounds shall not be used if specifically prohibited by the proprietary repair material user guides .i.e. if manufacturer recommends use of a curing compound, use no material that would interfere with the bond of any coating or adhesive required to be applied to the surface.

On Cure repair mortar and non-shrink grout according to manufacturer's recommendations, except that minimum cure period shall be 3 days.

Cure other materials in accordance with Manufacturer's recommendations,

17. Removal or repair

When the repaired area is honeycombed, damaged, or otherwise defective, the contractor shall remove and replace the defective repair. The engineer determines the required extent of removal, replacement, and/or repair. Removal and repair activities shall be performed only when the engineer is present.

SECTION 4 PIPELINES, PIPEWORK

Section 4A. Materials

1. General

1.1 Equivalency of Goods, Materials and Plant

Wherever reference is made in the Contract, including Specifications, Drawings and Bill of Quantities, to specified manufacturers or suppliers for the supply of goods, materials and plant for the Works, goods, materials and plant from no alternative manufacturers and suppliers will be permitted, unless otherwise expressly stated in the Contract, providing these other goods, materials and plant are substantially equal or of a higher quality than those of the specified manufacturer or supplier and are approved in writing by the Engineer. Differences between the specified goods, materials or plant and the proposed alternative shall be described in writing by the Contractor and submitted to the Engineer, together with such manufacturer's or supplier's technical literature and samples as the Engineer may reasonably require. At least 28 days prior to the date when the Contractor desires the Engineer's consent. In the event the Engineer determines that such proposed alternative goods, materials or plant do not ensure substantially equal or higher quality, the Contractor shall obtain the goods, materials or plant from the manufacturer or supplier specified in the Contract.

1.2 Materials

Any material which will come into contact with potable water or water to be used for potable supply shall comply with the UK regulations on the use of materials for potable water supply. Water Supply (Water Quality) Regulations 1989 and 15th Statement of the Department of Environment Committee on Chemical and Materials of Construction for use in public water supplies and swimming pools, published by the Department of the Environment, UK or national standards adopted for use in Kenya.

1.3 Approval

As soon as possible after commencement of the Contract, the Contractor shall submit to the Engineer for his approval a list of his proposed suppliers, sources of materials and proposed standards. No materials, plant or equipment shall be procured for the Contract without first obtaining the Engineer's approval. Samples of materials shall be submitted to the Engineer for approval as required by the Engineer. Materials subsequently supplied shall conform to the quality of the samples which have been approved by the Engineer. No standards, method of manufacture or specification shall be changed without the approval of the Engineer. Where possible, plant shall be supplied to the same standards or to compatible standards.

The Contractor shall provide secure storage for all samples submitted to the Engineer.

1.4 Dimensions

Plant and materials shall be supplied to the general arrangements and dimension, or to suit the dimensions, shown on the Drawings or otherwise indicated in the Contract. Where no such dimensions are shown the Contractor shall be responsible for sizing the Plant. Any redesign, extra design, additional construction or any other costs resulting from the use of Plant to other arrangements or to other dimensions shall be the responsibility of the Contractor.

1.5 Packaging and Protections

All items shall be adequately crated or packaged to withstand damage and prevent deterioration due to shipping, handling and storage. The methods of protection and shipping shall be to the approval of the Engineer.

1.6 Marking

All Plant shall be marked in accordance with Clause 5 of BS EN 545 and Clause 37 of BS 5163. Before shipping, all items shall be clearly marked. Crates or packages shall be marked on two sides

with indelible paint with the name of the project, the Employer and the Contract number shall bear marks indicating the contents.

1.7 Receipt, Storage, Handling and Transportation

Plant, equipment and materials shall be stored in such a manner as to preserve its quality and condition to the standards required by the Contract. The Engineer shall refuse to accept or shall reject any materials of Plant that in his opinion is defective or otherwise fails to comply with the standards required by the Contract. All such defective items shall be removed from the Site as directed by the Engineer. Repairs shall be carried out in accordance with procedures approved by the Engineer and shall be completed to the Engineer's satisfaction.

1.8 Manufacturer's Certificates

The Contractor shall furnish the Engineer with a manufacturer's certificate conforming compliance to the specification in respect of all items of Plant, equipment and materials. The original and one copy of the manufacturer's certificate shall be delivered to the Engineer not later than 14 days prior to the intended date of delivery of the item to Site.

1.9 Proprietary Materials

Proprietary materials shall be supplied in suitable containers and in appropriate batch sizes for the work to be undertaken. The containers shall be marked with the following information:

- i. Storage instructions
- ii. The manufacturer's name
- iii. Shelf life and dates of manufacture
- iv. Material identification
- v. Batch reference number
- vi. Net weight
- vii. Mixing instructions
- viii. Any warnings or precautions concerning the contents and their safe use.

The Contractor shall supply with each consignment of proprietary material delivered to the Site, certificates furnished by the manufacturer or his agent stating:

- i. The manufacturer's name and address
- ii. The agent's name and address where applicable
- iii. Material identification
- iv. Batch reference numbers, size of each batch and the number of containers in the consignment
- v. Date of manufacture.

1.10 Rejected Materials

Should any item of plant, materials or manufactured articles be in the judgment of the Engineer, unsound or of inferior quality or in any way unsuited for the purpose in which it is proposed to employ them, such items, materials or manufactured articles shall not be used upon the Works but shall be branded, if in the opinion of the Engineer this is necessary, and shall forthwith be removed from the Site.

2. Samples and Storage of Materials

Where required by the Engineer the Contractor shall submit to the Engineer for approval samples of pipes, fittings and materials prior to procurement. The Contractor shall only store pipe, fittings and other material at places approved by the Engineer and shall at all times provide adequate supervision and watchmen to prevent theft or damage. Any loss or damage incurred will be the Contractor's responsibility.

Pipes shall not be stacked higher than recommended by the manufacturer. The area on which the pipes are to be stacked shall be free draining, the grass or other vegetation shall be kept cut and

suitable timber cradles shall be provided on which the pipes shall be laid. End stops to all stacks shall be provided.

Fittings and valves shall not be stacked more than one tier high and they shall be supported off the ground by suitable timbers.

Air valves, rubber joint rings, gaskets, bolts and similar fittings and materials shall be kept in approved locked premises and such fittings and materials shall not be distributed to the trench side until immediately prior to laying, fitting, jointing or assemble thereof. All rubber joint rings and gaskets must be stored in a cool damp location and all fittings and materials shall at all times be stored in the shade under cover and protected from the weather to the satisfaction of the Engineer.

3. Flanges

Flanges shall be faced and drilled to conform to the dimensions specified in BS 4504. Flanges shall be compatible with the pressure rating of the adjacent pipe work or as stated on the drawings. Bolts, nuts and washers (two washers per bolt) shall be to BS EN 1092-3; 2003. No bolt shall project less than two full threads beyond its nut after tightening. In no circumstances shall the shortening of excessively long bolts by cutting be allowed.

Gaskets shall comply with replaced by BS EN 1514 (1997) and replaced by BS EN 681-2 (200) and BS 681-1 (1996) Type W. Flanges shall be painted with two coats of epoxy resin paint. Puddle flanges shall be fitted to all pipe work passing through water-retaining structures and manholes greater than 2.5m deep.

4. Mechanical Couplings

Unless otherwise specified or shown in the Drawings pipes and fittings shall be supplied with flexible joints. Mechanical couplings shall be of the Dresser, Viking Johnson type without a centre register. Joints rings used shall be of the ethylene propylene rubber (EPDM) or other material approved by the Engineer. All mechanical couplings and flange adapters including nuts, bolts and washers shall be supplied with 'Rilsan' nylon thermoplastic polyamide applied by fluidized bed dipping or similar approved.

5. Materials for the Assembly of Flexible Joints

Lubricant shall be of a kind not conducive to the growth of bacteria and shall have no deleterious effects on either the joint rings or pipes. Lubricants for water supply shall not impart to water, taste, colour, or any effect known to be injurious to health.

6. Ductile Iron Pipes

6.1 General

Ductile iron pipes and fittings for water supply shall comply with BS EN 545 (1995). Pipes and fittings shall have spigot and socket joints unless otherwise specified. Pipes shall be class K9. Spigot and socket flexible joints shall be of the push-fit type with gaskets of ethylene propylene rubber (EPDM). The Contractor shall supply 5% of the straight pipes suitable for cutting on site and these shall be clearly marked.

6.2 Corrosion Protection

Pipes and fittings shall be protected externally with an extruded polyethylene or polyurethane coating complying with DIN 30674 Part 1. Pipes and fittings shall be lined internally with centrifugally applied cement mortar and complying with DIN 30674. Joint areas shall be coated with epoxy or polyurethane to DIN 30674. All lining and coating materials shall be approved for contact with potable water by an internationally recognized body like the Drinking Water Inspectorate of UK.

7. Galvanised Steel Pipes

Galvanized steel pipes shall be medium duty manufactured to BS 1387.

8. Steel Pipes

8.1 General

Steel pipes shall be manufactured to BS EN 10224 or AWWA C200 and shall be suitable for the pressure ratings required by the Contract. Fittings shall conform dimensionally to BS EN 10224, AWWA 208-59 or AWWA M11. Unless otherwise specified or necessary to meet the requirements of the Contract steel pipes shall be manufactured as follows:

- a) DN300mm and below shall be manufactured to minimum of Grade L235 or API 5L Grade B
- b) DN350mm and above shall be manufactured to a minimum of Grade L275 or API 5L Grade X42.

The pipes and fittings of diameter 600mm or less shall be supplied with push-fit spigot and socket type joints with integral gasket of EPDM rubber or similar to BS EN 10224 or BS CP 2010. Pipes greater than 600mm shall be supplied with ends cut square suitable for use with flexible couplings and the external weld ground back sufficiently.

The Contractor shall supply 5% of the straight pipes as half-length pipes (not exceeding 6m). Each pipe shall be supplied complete with a coupling for jointing.

8.2 Corrosion Protection

Steel pipes and fittings shall be protected externally at the manufacturer's works with fusion bonded epoxy resin in accordance with AWWA C213. Pipes greater than 600mm and all fittings shall also be lined internally with fusion bonded epoxy to AWWA C213. Pipes 600mm or less shall be lined with cement mortar to AWWA C205 or BS EN 10298. All lining and coating materials shall be approved for contact with potable water by an internationally recognized body like the Drinking Water Inspectorate of UK.

Where required by the Bills of Quantities, the Supplier shall also price for the provision of an alternative 3LPE coating to DIN 30670 or AWWA C215 of a triple wrap system of fusion bonded or sprayed epoxy primer, an intermediate polymer adhesive layer and an extruded high density polyethylene coating in general conformance with ISO/DIS 21809-1 Class B as appropriate.

9. Glass Reinforced Plastic (GRP) Pipes and Fittings

Glass reinforced plastic (GRP) pipes and fittings for sewers shall be high stiffness and shall comply with the relevant provision of BS 5480. The minimum pipe stiffness shall be 5,000 N/m².

Pipes and fittings shall be marked in accordance with Clause II g. BS 5480.

Pipes shall only be cut by techniques which can be shown not to impair the pipes pressure regression performance. Where any pipe is cut the exposed fibres at the cut pipe end shall be resealed to prevent potential long term degradation. Methods of cutting and resealing exposed fibres shall be submitted to the Engineer for Approval. Elastomeric sealing rings and foils shall comply with BS EN 681.

On delivery to site and immediately prior to installation each pipe shall be visually inspected both externally, and where possible, internally for damage such as star cracking of the gel coat layer. Where any damage extends through the pipe wall the pipe shall be rejected or the damaged section cut out and replaced in accordance with repair methods approved by the Engineer. If in the Engineer's opinion the pipe is not suitable of repair it shall be rejected and removed from site.

10. uPVC Sewers and Pressure Pipes and Fittings

Unplasticised PVC pipes and fittings for water supply pressure pipes shall comply with British Standards 3505 current but also superseded by BS EN 1452 and 4346. They shall be obtained from an approved manufacturer and shall be minimum pressure rated (14 bars) unless otherwise stated.

Unplasticised PVC pipes and fittings for gravity sewers and drains shall comply with British Standards 4660 or 5481 and shall be obtained from an approved manufacturer. Restrained rubber ring type push fit flexible joints shall be used unless otherwise stated. Solvent weld joints will not normally be permitted. Pipes and fittings shall be protected from the direct rays of the sun at all times by means of reflective cover sheets.

11. Concrete Pipes, Bends and Junctions

Concrete pipes, bends and junctions for use in sewers shall be made with Sulphate-resisting cement. Pipes, bends and junctions shall conform to the requirements of BS 5911 for the particular class of pipe required to be used. The internal dimensions shall be true and regular and the internal surface smooth and free from surface blemish. The actual diameter of the pipe shall be not less than the nominal diameter. All joints shall be of the gasket type with flexible spigot and socket approved by the Engineer. Gaskets shall be Elastomeric complying with BS EN 681.

The main pipe and branches of all junctions shall be of the same strength classification and shall have the same internal dimensions as the pipes with which they are to be used.

The pipes, bends and junctions delivered to the Site shall be certified by the pipe manufacturer to have complied with BS 5911, or other approved standard and one copy of the certificate shall be delivered to the Engineer before the goods are unloaded.

Unless otherwise specified pipes are required to be of Extra Strength; they may, unless otherwise specifically called for, be reinforced either with cast-in steel or by an external wrapping of Fibre glass and resin, applied by an approved manufacturer.

The Contractor shall provide all facilities for and shall carry out jointly with the Engineer (if so required) a full visual inspection of all pipes, bends and junctions for manufacturer's defects and other faults or damage. Before any pipe, bend or junction is laid it shall again be carefully examined and sounded with a wooden mallet. Any pipe found to be cracked or otherwise defective shall not be used on the Works.

Concrete pipes shall be internally coated with a 100 percent solids coal tar epoxy lining 70 percent minimum epoxy content. Coat thickness 300 micron minimum.

12. Polyethylene Pipes and Fittings

12.1 General

Polyethylene pipes up to nominal size 63mm for below ground use shall be coloured blue and comply with the relevant provisions of BS 6572. Polyethylene pipes shall be High Density Polyethylene (HDPE) ultra-violet protected, black with coloured blue strips running the entire length suitable for the working pressure indicated in the Bill of Quantities (BOQ) bars.

The pipes shall be clearly and indelibly marked in a repeated pattern spaced at one (1) meter to show the name of the manufacturer, diameter, pressure rating, Standard Dimension Ratio (SDR), material grade, date of manufacture, etc.

House connection pipe work downstream of the manifold shall be PE80; all other HDPE pipe work shall be PE100.

12.2 Joints

Unless otherwise specified or approved by the Engineer polyethylene pipes shall be butt fusion or electrofusion welded. Where the latter is used, the fittings involved are deemed to be included in the rate for pipe laying. Joints between polyethylene pipes supplied from different manufactures or not manufactured from the same grade of polymer shall only be jointed by electrofusion or by push fit

mechanical couplings. Mechanical couplers and compression type fittings shall incorporate a serrated internal liner to support the pipe against compression loads exerted by the fitting and to prevent pullout under axial load.

Butt or socket fusion joint techniques shall only be applied between pipes supplied from single source and manufactured from the same grade of base polymer. Fusion welding of polyethylene pipes shall only be undertaken by skilled operatives using appropriate specialized tooling. Pipes to be jointed shall be free from contamination and care shall be used to protect fusion jointing operations from wind and against the effects of inclement weather. Mechanical jigs or other approved methods shall be used to ensure correct alignment of the pipe when making butt fusion joints. Details of fusion welding procedures including details of tools, operatives, materials and method statements shall be submitted to the Engineer for approval prior to any jointing.

Steel and iron pipe fittings shall comply with the relevant provision of BS EN 545 (1995) replaced by BS EN 10224 but also current.

13. Gate Valves

13.1 General

Valves for normal duty on water pipelines with pressure ratings up to PN25 shall be key operated cast iron flanged gate valves for waterworks purposes generally complying with the requirements of BS 5163 (Type B). All Gate Valves shall be supplied with a 10 year manufacturer's warranty.

Cast iron gate valves for pressure ratings to PN14 shall be cast iron flanged valves complying with BS 5150 replaced by BS EN 1171 (both BS 5150 and BS 5151) or cast iron parallel slide valves complying with BS 5151.

Butterfly valves for pressure ratings of up to PN14 shall be double flanged wafer type butterfly valves complying with BS 5155.

Unless otherwise specified valves for use on steel pipes shall be flanged, where butt-weld ends are specified valves shall comply with BS EN 1984, or BS EN 13709.

A bypass with gate valve forming an integral part of the valve shall be provided to all high pressure lines.

13.2 Wedge Gate Valves for Manual Operation

Valves up to and including DN 300 shall be of the resilient seal type and valves larger than DN 300 shall have metal seals.

Spindles shall be of the non-rising type and screwed so as to close the valves when rotated in the clockwise direction. The direction of closing shall be clearly cast on the valve cap or hand wheel as appropriate. The valves shall be constructed of the following materials:

body	- cast iron;
spindle	- forged bronze or stainless steel;
metal faces and seal	- gunmetal.

The valves shall be suitable for the unbalanced head as specified or indicated in the schedules.

Suitable gearing and anti-friction devices such as ball bearing thrust collars shall be provided as necessary to enable opening and closing by manual operation at the pressure stated, using an effort no greater than 26kg on the tee key or hand wheel supplied. Hand wheels shall not exceed 500mm diameter. A bypass with gate valve forming an integral part of the valve shall be provided where recommended by the valve manufacturer for the pressures specified.

Gearing on valves of DN 300 and less shall be enclosed in a sealed gearbox suitable for buried installation and operated with a tee key. Except where shown in the Drawings, all valves exceeding DN 300 shall be provided with bevel gearing and hand wheels. Valves to be used for washouts and isolating air valves shall have screwed seats.

Extension spindles shall be galvanized or stainless steel adequately supported with cast iron brackets, and of sufficient diameter to prevent any whiplash effect through twisting when being used to operate the valves. The spindles shall be capped for key operation. Valve caps shall be fitted with hexagonal set screws.

Valves shall be coated with an approved epoxy complying with DIN 30674. Keys for valve operation shall be of sufficient length so that the valves can be operated by a man standing, but shall not exceed 1.2m in length, and shall have a detachable cross bar.

14. Butterfly Valves

14.1 General

Butterfly valves shall conform to BS EN 593. All Butterfly Valves shall be supplied with a 10 year manufacturer's warranty.

14.2 Construction

Butterfly valves shall have a high grade cast iron body to BS EN 1561 designed to the specified working and test pressures. The pressure rating valve shall be cast in the valve body. The disc shall be of high grade cast iron to BS EN 1561 or nodular cast iron to BS 2789 to the defined working and test pressures. It shall have a convex shape designed to achieve low head loss characteristics. The valve shafts shall be of stainless steel operating in self-lubricating bushes in the body.

The valve seat shall be of gunmetal to BS 1400. The sealing ring shall be a renewable Ethylene Propylene Diene Monomer (EPDM) rubber attached to the disc edge by a sectional bronze retaining ring to form a resilient and durable seal.

The valves shall be fitted with hand wheel actuators not exceeding 500mm diameter incorporating gearing to allow opening and closing by manual operation at the pressure stated using an effort no greater than 36kg on the hand wheel supplied.

In all cases the gearing shall be designed to close the valve, from fully open to fully closed in a period of not less than ten minutes with this effort. Actuators shall be designed so as to close the valves when the hand wheel is turned in a clockwise direction; the direction of closing shall be clearly cast on the hand wheel. Position indicators shall be fitted to all actuators.

Where required valves shall be electrically actuated with a manual override. Remote actuation shall be provided with a visual indication of valve open, valve closed and percentage opening together with fault indication.

14.3 Valve Performance

A performance curve, relating percentage valve travel, open area and discharge coefficient shall be submitted to the Engineer. The head loss coefficient with valve fully open shall be defined.

14.4 Testing

All valves shall be tested in accordance with BS EN 593 and pressure and material test certificates shall be submitted to the Engineer for approval.

15. Non-Return Valves

16.1 Swing Check Valves

Non-return valves shall be suitable for waterworks purposes and shall be manufactured to comply with the general requirements of BS EN 12334. They shall be double flanged type, non-slamming and recoilless on flow reversal.

Valves of DN 700 and larger shall be of the multi-disc type or tilting disc type. The valves shall have a high grade cast iron body and cover to BS EN 1561 Grade 220/260 with gun metal nickel bronze alloy door seating. The hinge pin shall be of stainless steel carried on non-corrodible bearings.

16.2 Nozzle Check Valves

Nozzle check valves shall be slam free closing with a streamlined cross section as manufactured by Mannesmann Demag or similar.

16. Flow Control Valves

Flow controls unless otherwise specified shall be butterfly valves. They shall be installed complete with a headstock and position indicator showing the degree of opening.

17. Pressure Reducing Valves

Pressure reducing valves shall automatically reduce a higher inlet pressure to a steady lower downstream pressure regardless of changing flow rate or varying inlet pressure. The valve shall be a hydraulically operated pilot controlled diaphragm type, globe or angle valve. The Kv loss factor of the standard valve throttled to 5% opening should be less than 3% of the Kv factor of the fully open valve. This data should be backed by a hydraulic test report. All valve components shall be accessible and serviceable without removing the valve from the pipeline. Stainless steel nuts and bolts shall be used in assembly of the PRV for corrosion protection.

The critical cavitation coefficient of the PRV will be Less than 1.5. The minimal upstream opening pressure should be at least 5 m pressure. The minimal pressure differential for valve closure should be less than 2 m pressure.

The downstream pressure in steady-state conditions should have an accuracy of +0.5 m pressure (0.05 bars) of the set-value at high, as well as near-zero demand flow rates.

The valve should regulate to a steady, pre-set downstream pressure, regardless of flow or supply pressure variations. The gain of the valve in low travel should be so that the $K_n/K_v < T_n/T_o$ (K_n is the Kv at travel T_n . T_o is the complete valve travel). The main valve shall have a single removable seat and a resilient disc.

18. Ball Float Valves

Ball float valves which are to be installed within reservoirs shall be the delayed action type to eliminate inflow at small valve openings. They shall be fitted with a stilling chamber, auxiliary float valve and inlet bellmouth with regulating valve. The main valve shall be fitted with a long actuating lever to provide a long float travel for slow valve closure.

Valves shall be of the right angle pattern type with flanged inlet and have a resilient synthetic rubber disc which forms a drop tight seal against a removable seat insert. Valves shall be free of cavitation and vibration under the specified working conditions. Flanged tapers shall be provided on the inlets as necessary to suit the size of valves proposed.

Valves shall be capable of withstanding the maximum static pressure and of passing the maximum flow rate shown. Orifice plates shall be provided as necessary to absorb excess working pressure at the initial flow rates indicated.

The pressure rating of the valve shall be cast into the body of the valve.

19. Constant Flow Valves

Constant flow valves shall maintain a constant rate of flow regardless of fluctuations in upstream pressure.

Valves shall be hydraulically operated, diaphragm actuated globe pattern. They shall have a resilient synthetic rubber disc which forms a drop tight seal against a removable seat insert. The diaphragm assembly and valve stem shall be fully guided at both ends by bearings in the valve cover and valve seat. The diaphragm shall consist of nylon fabric bonded with synthetic rubber. Packing glands and stuffing boxes are not permitted and there shall be no pistons operating the valve or pilot controls.

The pilot control shall be direct acting diaphragm valve designed to close when the actuating differential increases beyond the spring setting. The actuating differential pressure shall be produced by a thin edged orifice plate installed in an orifices flange downstream of the valve.

Any necessary repairs to the valve shall be accomplished without removing the valve from the main. Valves shall be sized to pass the maximum continuous flow stated on the drawings at the working pressure given. The pressure rating of the valve shall be cast into the body of the valve.

20. Surface Boxes and Chamber Covers

Surface boxes and chamber covers shall be either Reinforced Concrete or Polyresin.

Surface boxes over gate valves shall be hinged and chained and shall generally comply with BS 5834.

In roads, tracks, verges: Heavy duty with 150 x 150mm nominal clear opening.

In fields and areas subjected to light wheeled or pedestrian traffic: Medium duty with 150 x 150 mm nominal clear opening.

Surface boxes for hydrant chambers shall have a 150 x 150mm clear opening and shall comply with BS 750 and shall be suitable for heavy traffic loading.

Covers to air valve and other chambers shall be to the dimensions and loading requirements shown on the Drawings or as stated in the Bill of Quantities.

Covers shall be suitable for the following maximum safe centre static loads:

Light duty	- 250kg
Medium duty	- 1500kg
Heavy duty	- 5000kg

Where applicable, covers shall comply with BS EN 124 or other appropriate Standard.

Lifting keys shall be provided for each type surface box or cover supplies. One set of keys shall be provided for every ten surface boxes or covers subject to a minimum of ten sets of keys or the actual number of covers if less than ten.

21. Gully Gratings and Frames

Road gully gratings and frames shall be of approved type and manufacture in cast Grey Ductile Iron and shall be of Heavy Duty Non-rocking Pattern designed for wheel load of 11.5 tonne and generally in accordance with BS EN 124. Single gullies of nominal size 1050mm x 750mm. Inlet gratings of other plan dimensions shall have a minimum water way area of 49% of the total inlet grating area.

Gully frames shall be set in cement mortar and haunched with Class C25 concrete. It shall be the Contractor's responsibility to establish the finished road levels from the appropriate authority and fix the gratings accordingly.

22. Manhole Safety Chains

Mild steel chain shall be 8 mm nominal size Grade M (4) non-calibrated chain, Type 1, complying with BS withdrawn. After manufacture, mild steel safety chains shall be hot dip galvanized in accordance with BS EN 124.

23. Manhole and Chamber Access Covers

The manhole and chamber access covers shall comply with BS 497 Part 1 and be obtained from an approved manufacturer and shall be to the internal minimum clear opening as detailed in the Contract.

All manhole and chamber access covers in road shall be to an approved Heavy Duty pattern and in footpaths shall be medium/heavy duty unless otherwise specified. The frame and lid shall have key holes formed with sealed pockets underneath to prevent ingress of sand, grit and surface water and shall be of an approved non-rocking pattern. The covers and frames shall have accurate seating faces to prevent rocking and the ingress of sand or water, and it shall be tight fitting to resist overflow conditions or unauthorized removal. The seating faces shall be coated with graphite grease before installation of the cover.

A supply of keys for use with every type of manhole cover and surface box shall be handed over by the Contractor at the completion of the Contract on the basis of one set of keys for each 50 covers or part thereof.

Manhole and chamber cover frames shall be set in cement mortar and haunched with Class C30/10 concrete and shall be set to the camber or fall of the finished road surface. It shall be the Contractor's responsibility to establish the finished road surface levels from the appropriate authority and to fix the covers accordingly.

24. Manhole Step Irons

Manhole step irons shall be of galvanized malleable iron and shall conform in all particulars to BS EN 13101.

SECTION 4B. PIPELINE CONSTRUCTION

1. General

This section covers the installation of all types of gravity flow pipelines.
The pipelines shall be constructed in accordance with BSCP 2010

2. Pipes and Fittings

Pipes and fittings shall be of the type shown on the Drawings and shall comply with the following standards and requirements:

2.1 Concrete and Clayware and Fittings

Concrete and Clayware pipes and fittings shall comply with the appropriate standards listed below:-

BS65	Clay drain and sewer pipes and fittings
BS 1194	Concrete porous pipes for under drainage
BS 1196	Clayware field drain pipes
BS 5178	Prestressed concrete pipes for drainage and sewerage
BS 5911	Concrete cylindrical pipes and fittings

2.2 Steel, cast Iron and Ductile Iron Pipes and Fittings

Steel and ductile iron pipes and fittings shall comply with the following standards:

BS 437	Cast iron and socket pipes and fittings
BS 534	Steel pipes and specials for water and sewerage
BS 4772	Ductile iron pipes and fittings

Steel pipes which are to be welded shall have the ends prepared by the manufacturer to suit the type of welded joint to be used.

2.3 Unplasticised PVC and GRP Pipes and Fittings

Unplasticised PVC pipes shall comply with BS 4660 or BS 5481 as applicable for drain pipes.
GRP pipes and fittings shall comply with BS 5480.

3. Topographic Surveys

Topographic surveys along pipeline routes shall be either:-

- Plan and profile surveys, or
- Line and level traverse surveys,

As instructed by the Engineer.

Plan and profile surveys shall cover a strip of 10.0m wide centrally on the proposed centre line of the pipeline. The survey shall be carried out in accordance with the specification detailed in Clause 106.

Line and level surveys shall comprise a traverse line along the centre line of the pipeline as established by the Engineer.

4. Handling and Transport of Pipes and Fittings

The loading, transporting, unloading and handling of pipes and fittings shall be carried out such that no damage is caused, all in accordance with the recommendations of the manufacturer and to the approval of the Engineer. The use of lifting hooks is not permitted. Pillows shall be provided between lashing (ropes, wires or chains) and the pipes. All cradles and lashings shall be of such widths as to prevent damage to the coating of the pipe, or distortion of the pipes.

Valves and fittings shall be transported in timber packing and where possible in the manufacturer's original packaging.

Protective cover and other protective materials provided by the manufacturer shall not be permanently removed until immediately prior to installation.

In the event of any damage being caused to a pipe, the Engineer shall determine whether damaged piece shall be replaced or repaired. Repair to coating only shall be allowed and shall be as directed by the Engineer.

In all instances when along trench sides, ferrous pipes shall be supported within 1 metre of either end on sand filled bags such that no part of the wall of the pipe touches the ground, and in the case of pipes over 6 metres long with additional central sand bags.

When pipes are being loaded into vehicles care shall be taken to avoid their coming into contact with any sharp corners such as cope irons, loose nail heads, etc. Whilst in transit, pipes shall be well secured over their entire length and not allowed to project unsecured over the tailboard of the lorry.

Pipes may not be offloaded from Lorries by rolling them, suitable carnage shall be used. Pipes shall not be rolled or dragged along the ground.

5. Stringing and Examination of Pipes Prior to Laying

All DI and Steel Pipes and their coatings and linings shall be carefully inspected on Site prior to laying.

Inspection of the pipe will be made by the Engineer after delivery and again immediately prior to laying. Any pipe shall be subject to rejection at any time on account of failure to meet any of the Specification requirements, even though pipes may have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery shall be marked for identification and shall immediately be removed from the site.

All pipe or fittings shall be examined before lying and no piece shall be installed which is found to be defective. Any damage to the pipe linings or coatings shall be repaired as directed by the Engineer. Handling and lying of pipe and fittings shall be in accordance with the Manufacturer's written instructions and as specified herein.

Before lowering into the trench or placing in position each ductile iron pipe or casting shall be slung and sounded with a mallet to test for hair cracks. Pipes that do not ring true will be discarded.

All cement mortar linings shall be visually inspected for defects such as cracking or spalling and crack widths shall be measured to confirm that width is such that natural re-sealing will occur once put into service; otherwise cracks as well as any spalling shall be made good before laying in accordance with the manufacturer's written instructions.

All epoxy linings and all coatings shall be subjected to holiday detection tests, in accordance with NACE RP 0490, the voltage of the holiday detector being selected appropriate for the material and its thickness. No pipe shall be laid having failed the holiday tests until the defective area is made good in accordance with the manufacturer's written instructions and retested satisfactorily before use.

All pipe and fittings shall be thoroughly cleaned before laying, and shall be kept clean until they are used in the work, and when laid, shall conform to the lines and grades required. Pipe shall not be laid unless the trench is free of water and in a satisfactory condition. Ductile iron pipe and fittings shall be installed in accordance with the requirements of AWWA C600 except as otherwise provided herein. If any defective pipe is discovered after it has been laid, it shall be removed and replaced with a sound pipe in a satisfactory manner by the Contractor, at his own expense.

When laying is not in progress, including any work break exceeding 30 minutes, the open ends of the pipe shall be closed by watertight plugs or other approved means. Good alignment shall be preserved in laying. The deflection at joints shall not exceed that recommended by the Manufacturer. End caps shall not be removed until such time as the pipe is to be inspected and laid.

Where the pipeline crosses roads, tracks or any other access or where directed by the Engineer, the Contractor shall place the pipes so that access to the public is not in any way prohibited.

Shortly before laying or fixing any valve, pipe or fitting, the Contractor shall examine each valve, pipe and fitting to ascertain that there is no damage or defect. The Contractor shall give the Engineer not less than 48 hours' notice of his intention to undertake such examination. The Contractor shall not lay such pipes and fittings until he has received approval from the Engineer.

Linings shall be inspected prior to laying and any defect made good.

6. Laying Pipes

Immediately before any pipe is lowered into the trench the plug shall be removed from the end of the last pipe laid and the new pipe shall be carefully lowered into the trench.

Each pipe and fitting shall be laid true to alignment curve and gradient in accordance with the Drawings or as directed by the Engineer. The minimum gradient shall not be flatter than 1 in 500.

Pipes shall be boned to gradient and sight rails shall be provided for this purpose at intervals not exceeding 50m and at all changes in grade. No dips or summits shall be permitted other than as shown on the Drawings.

7. Embedment and Compaction

All ductile iron and steel pipes shall be embedded using a sand or coarse grained soil with less than 12% fines, which if necessary shall be imported if excavated material is found to be unsuitable:

In areas prone to water logging or where specifically called for on the Drawings or in the Bills of Quantities a single size or graded gravel shall be used as a special lower bedding, with grading as indicated below.

Nominal Pipe Diameter (mm)	Grading for Special Lower Bedding [to ASTM Sieve Sizes]	
	Single size Gravel	Graded gravels
< 200	10 or 14 single-size gravel	14 to 5 graded
200 to 500	10, 14 or 20 single-size gravel	14 to 5 graded or 20 to 5 graded
> 500	10, 14, 20 single-size crushed rock, or gravel	14 to 5 graded or 20 to 5 graded

The suitability of as-dug trench material as an embedment material and where imported, the source shall be approved by the Engineer. Any delays as a result of not seeking this approval in good time shall be entirely to the Contractor's account

All layers of the embedment shall be thoroughly compacted, and shall not exceed 150 mm and be raised evenly on both sides of the pipe as it is placed. A minimum compaction of 90% MPD shall be achieved at all times, this being confirmed by sampling and testing at intervals on different levels of embedment at intervals of not more than 50 m with testing in accordance with BS 1377 or ISO 22476 using the "sand replacement" method.

Should any results fail to achieve this absolute minimum level, then the pipes, embedment material and layer shall be removed for an equal distance on either side of the failed test, the total distance being equal to the length between adjacent sampling locations, and re-laid appropriately but with compacted layer thickness halved. In addition the distance between sampling and testing shall also be halved until in the opinion of the Engineer's Representative a sufficient number of consecutive passes allows both individual layer thickness and the distance between sampling and testing to be returned to the previous thickness and spacing.

All backfill soil above the embedment shall be free from clay lumps, boulders and rock fragments greater than 50 mm and as far as practicable, given the nature of the soil, 90 % MPD shall be attained. However, this requirement may be relaxed to 85% MPD by the Engineer's Representative if he considers the circumstance warrant it.

7.2 Pipes Laid in Trench

Pipes and fittings laid in trench shall have at least the minimum cover stated in the Drawings.

Long radius curves in buried pipelines shall be negotiated by deflections taken up in the joints of one or more pipes. The deflection at joints shall not exceed 75% of the manufacturer's maximum specified limits. Designs have been based upon the use of 6m long pipes. If the Contractor provides longer pipes sufficient short lengths shall be provided to enable the proposed pipe curvature without additional bends or deep excavation.

Pipes shall not be dragged along the trench bottom. Pipes laid in trenches shall be laid and firmly bedded on an even and uniform bed. Where pipes are not laid on a granular bed, the bottom of the trench shall be smooth and free from stones or other projections.

Joint holes shall be excavated below the trench bottom and shall be as small as possible and shall be filled in and compacted after the pipes are laid and before the refilling of the trench is commenced.

7.3 Pipe Bedding and Surround

For polyethylene, uPVC and GRP pipelines, Class S bedding shall be used where the cover is equal to or greater than 1.0m. Where there is less than 0.6m cover, Class A concrete surround shall be

used. In between the Engineer shall decide upon the bedding type dependent upon the assessed risk of damage to the pipe.

7.4 Pipes Laid Above Ground

Pipelines to be laid above ground shall be constructed of flanged ductile iron pipes with mechanical type expansion joints. Supports shall be provided at a maximum spacing of one pipe length and adjacent to the flanged joints.

The expansion joints shall compensate for a variation of ambient temperature between zero and 40° C on the adjoining pipeline. Anchorages shall be provided immediately uphill of each expansion joint and at each change in vertical and horizontal alignment. The ground/rock surface under the pipeline shall be re-graded as necessary to allow a satisfactory vertical alignment of the pipeline.

The Contractor may propose, as an alternative to the use of mechanical expansion joints, either of the following methods for accommodating thermal expansion:

- (1) A zigzag pipeline alignment whereby the thermal movement is accommodated by deflection of the bends.
- (2) A rigid form of construction with the thermal movement being constrained within the pipe walls by the use of substantial anchor blocks.

Joints shall be made in compliance with the manufacturer's instructions as approved by the Engineer. Care shall be taken to ensure the absolute cleanliness of the pipe ends and joint components. Only the recommended approved lubricants shall be used.

Jointing shall only be carried out by experienced personnel under close supervision by the Contractor.

The Contractor shall ensure that no dirty water or other extraneous matter is allowed to enter the pipes during or after laying. In the event of dirty water or extraneous matter entering the pipes the Contractor shall immediately carry out cleaning and disinfection as directed by the Engineer.

Except when necessary for jointing, the end of the last pipe laid shall be kept plugged to the satisfaction of the Engineer to prevent the ingress of dust, dirt, rocks and other debris.

The Contractor shall be liable for any damage caused to the Employer's Plant and apparatus or other equipment as a result of foreign matter of any kind not having been cleared out of pipelines before Taking-Over.

Pipe trenches shall not be backfilled until approved by the Engineer. Once approved trenches shall be backfilled without delay to at least the minimum extent required for pressure testing.

8. Cutting Pipes

The edges of the cut pipes shall be clean, true and square. Ductile iron pipes shall only be cut with an approved mechanical pipe cutter in conformity with the pipe manufacturer's recommendations. The use of oxyacetylene flame cutter will not be permitted. The edges of the cut together with those parts of the pipes from which the coating has been removed shall be given two coats of bituminous paint and the internal lining repaired. When the cut pipe is to be inserted in a "Tyton" type joint it shall be bevelled for 10mm at 30° to pipe the axis.

Asbestos Cement, HDPE, uPVC and GRP pipes shall be cut with an approved mechanical pipe cutter and in conformity with the pipe manufacturer's recommendations. Where the cut end of the pipe is to be incorporated in a joint the pipe shall be turned down to the correct diameter required for forming the joint by an approved mechanical turning machine. The length of turning shall be accurately bevelled by mechanical means to the dimensions specified in the manufacturer's recommendations.

Steel pipes shall be cut by using a mechanical pipe cutter approved by the Engineer. The use of an oxyacetylene flame cutter will not be permitted. The edges of the cut shall be given two coatings of

liquid epoxy compatible with the original coating. The external coating and the internal lining shall be repaired to the approval of the Engineer. The cut end shall be bevelled as required to suit the form of joint used. The cost of all cutting, trimming, chamfering, threading, etc, shall be included in the rates for laying and jointing the pipes.

9. Proprietary Joints and Couplings

Proprietary joints and couplings shall be assembled in accordance with the manufacturer's instruction as approved by the Engineer. Where pipes are laid above ground and jointed with bolted couplings the joint shall be protected against vandalism by sheathing with an approved heat-shrink moulding as manufactured by Raychem of Swindon UK or similar approved.

10. Flanged Joints

Flanged joints shall be made with two washers per bolt, one under the bolt head and the other under the nut. The tightening of the bolts shall be carried out in the sequence and to the torque recommended by the manufacturer. A torque wrench shall be used.

Buried flange joints shall be protected by painting with approved bitumen paint and by wrapping using 'Denso' paste, mastic tape and outer wrap, or similar approved materials all in accordance with the manufacturer's instructions as approved by the Engineer, unless supplied with epoxy coating and galvanized bolts.

Flanged adaptors and mechanical couplings shall have a RILSAN nylon coating applied by the manufacturer.

11. Steel Pipelines Welded Joints

If specifically required under the contract pipes shall not be welded. If permitted by the Engineer for particular conditions the Contractor shall submit to the Engineer a detailed method statement for constructing the pipeline using welded joints which shall include, but not be limited, to:

- (i) details of the Contractor's skilled labour and supervision staff who have direct experience in the construction of welded steel pipe;
- (ii) Details of the Contractor's plant to be deployed;
- (iii) Details of temporary staging, access and craneage;
- (iv) Procedure for construction of supports and anchorages, and welding joints;
- (v) Quality assurance proposals for testing the integrity of the welds.

These details shall be submitted to the Engineer for his approval not later than 21 days before the Contractor wishes to commence pipe laying.

All field welds shall be inspected visually with special attention given to the line up and down the root run or stringer beads. Non-destructive testing of the completed weld shall be carried out using radiographic methods with procedures in accordance with BS 2910.

On completion and inspection of joint welding, remedial works shall be carried out on the internal lining and external coating. No more than five pipe joints shall be welded without completion of remedial works to joints.

12. Fixing Valves and Penstocks

Valves, penstocks and other fittings shall be securely fixed. Extension spindles and headstocks shall be properly aligned and fixed in a vertical position and valve caps shall be fixed securely using the locking nut.

13. Thrust and Anchor Blocks

Concrete thrust and anchor blocks shall be formed at bends tees and valves in accordance with the details shown on the Drawings or as directed by the Engineer. Excavation shall be made after pipe laying and the blocks concreted immediately after excavation. The back supports and blocks shall abut in to solid undisturbed ground with all loose material being removed before concreting.

No pressure shall be applied in any section of main until the concrete has achieved adequate strength and at least three day's curing.
Flexible joints shall not normally be cast in. Where the size of the block does not make this possible, additional flexible joints shall be provided no greater than half a pipe diameter beyond each face of the block.

14. Concrete Surround to Pipes

Where pipelines pass under streams and rivers or where directed by the Engineer, the pipeline shall be surrounded with concrete as shown on the Drawings.
Concrete surround shall be "broken" at all pipe joints to retain flexibility in the pipeline. No joints shall be concreted in without the prior approval of the Engineer.

15. Flotation of Pipelines

The Contractor shall ensure that flotation of the pipeline does not occur during construction. Sufficient backfill shall be placed over each pipe after laying and before testing to prevent flotation.

16. Pressure Rating

The pressure rating of pipes shall be as indicated on the drawing or Bill of Quantities or if not indicated then selected such that the maximum pressure in the pipeline inclusive of surge pressures shall not exceed the maximum allowable sustained working pressure rating of the pipe;
The surge pressure amplitude (the difference between maximum and minimum surge pressures) shall not exceed one half of the maximum allowable sustained working pressure rating of the pipe.

17. Testing of Water Supply Pipelines

All pressure pipelines shall be hydrostatically tested. Site test pressures shall be 1.5 times the maximum working pressure or allowance pressure plus 5 bar whichever is the smaller measured at the lowest part of the pipeline, unless otherwise specified on the drawings.

The Contractor shall give the Engineer not less than 48 hours' notice of his intention to carry out a pressure test. Testing shall not commence without the Engineer's approval. Before a length of pipe is tested, each pipe shall be securely anchored. All thrust and anchor blocks shall have been constructed and, the barrel of each pipe shall be backfilled to the extent necessary to prevent flotation or movement of the pipeline and shall be not less than 600mm.

Normally joints shall be left exposed until pressure testing has been satisfactorily completed. Any need to backfill a pipeline before pressure testing shall not relieve the Contractor of his responsibility to excavate to locate and repair any leaks.

Pressure testing shall be carried out as the work proceeds in such lengths as are convenient but not exceeding 500m. The ends of the length of pipeline under test shall be closed by means of securely anchored caps or blank flanges. Pipeline valves shall not be used for this purpose. All washout valves shall be fitted with blank flanges and the valves opened before the commencement of any pressure test. At each air valve location, a special air release arrangement shall be provided to allow manual release of air during filling operations. Pressure testing shall not be carried out with permanent air valves in place. The pipeline to be tested shall be filled slowly with water in such a manner that all air is expelled. Air vents shall be checked to ensure that no air is trapped at high points.

The pressure in the pipeline shall slowly be raised to the working pressure, the test pump disconnected and the pipeline left charged under pressure with air valves opened for a period of not less than 24 hours to allow air in the pipeline to be expelled and pipe linings and pipe walls of absorbent materials to become saturated. At the end of this period of time air valves shall be closed and the test pump shall be reconnected and the pressure in the pipeline raised to the test pressure and this pressure maintained for a period of 24 hours or such other period as directed by the Engineer.

Throughout this period the pressure in the pipeline shall not be allowed to fall or rise more than 6m head of water above the test pressure and this shall be accomplished by pumping water into or releasing water from the pipeline as required. The volume of water pumped into or released from the pipelines shall be carefully measured. At the end of the test period the pressure in the pipeline shall be adjusted to the test pressure by pumping water into or releasing water from the pipeline as required.

The apparent leakage from the pipeline shall be ascertained from the net volume of water that has been pumped into the pipeline during the test period. The permissible loss shall not exceed 2 litres per metre nominal bore per kilometer length per m head per 24 hours.

During the pressure test exposed joints shall be inspected and any leakage or seeping joints shall be remedied. All signs of leakage shall be remedied whether total apparent leakage from the pipeline under test is less than the apparent allowable leakage or not. Should any length of pipeline fail to pass the pressure test the Contractor shall at his own expense carry out all work necessary to locate and remedy the faults and to retest the pipeline until it satisfactorily passes the test.

A low pressure air test (not exceeding 0.3 bars) may be used as a preliminary joint tightness test prior to backfilling and hydrostatic testing. The water used for pressure testing shall be provided by the contractor and shall be free from impurities and of such a quality which will not pollute or injure the pipeline. The Contractor shall be responsible for obtaining the water, transporting it and for its safe disposal on completion.

18. Cleansing and Sterilizing of Pipelines

After the pipelines have been completed and pressure tested satisfactorily as herein specified the Contractor shall flush out and cleanse the pipelines. Where water is provided by the Employer, the cost of this will be reimbursable under a provisional sum.

Diameters 300 mm and greater:

Pipelines shall be cleansed in sections and this shall be carried out by means of passing through polyurethane foam swabs. The swabs shall be to the approval of the Engineer.

Diameters less than 300 mm:

Pipelines shall be cleansed in sections by flushing with potable water, for a period of time to be decided by the Engineer's Representative.

Cleansing of any section shall be repeated as required by the Engineer's Representative in the event of the initial or subsequent operation not being to his satisfaction. The cost of such water shall be charged to the Contractor.

The Contractor shall supply all necessary equipment for the cleansing and sterilizing operations, including all swabs and swab detectors which shall be handed over to the Employer on completion of the Works.

Swabs shall be passed through pipelines at speeds of between 0.2 and 0.4 metres per second to obtain the best cleaning results with the minimum number of passes. Should it be apparent from the debris collected by the swab that damage to the lining has occurred, the Contractor shall be wholly responsible for repairing the lining to the satisfaction of the Engineer's Representative.

The swabbing operation shall be controlled by an experienced Engineer to ensure that no undue surges in the pipeline, heavy docking of the pig or pressurising of the pipeline occur causing damage to any of the permanent works. Any damage caused shall be made good by the Contractor to the satisfaction of the Engineer's Representative.

The Contractor shall make all necessary arrangements for the transportation of water from the point of supply from the Employer to the required location, and make all arrangements for the disposal of the water. All disposal methods and locations shall be to the approval of the Engineer's Representative.

When the pipelines have been cleansed to the satisfaction of the Engineer's Representative the

~~Contractor shall introduce at a slow rate of water flow by a portable chlorinator or other~~

approved means of a solution of sterilizing agent in such quantity and of such strengths as will result in the concentration of chlorine throughout the length of the pipelines of not less than 30 parts per million. This sterilizing charge shall be allowed to remain in the pipelines for 24 hours after which time the pipelines shall be thoroughly flushed using the supply water to remove chlorine in excess of that in the supply water.

When this flushing has been satisfactorily completed samples of water will be taken by the Engineer's Representative for bacteriological analysis by the Employer. If any of the results of the analysis are unsatisfactory when compared with those of the control sample of the supply water the sterilizing process shall be repeated until satisfactory results are obtained. On completion of sterilizing and flushing the pipelines shall be left full of supply water. The Contractor shall be solely responsible for the provision of all labour, materials and chemicals necessary for carrying out the foregoing operations.

The cost of water used for repeated cleansing, sterilizing and flushing pipelines in accordance with this clause of the Specification will be charged to the Contractor and the Contractor shall be responsible for all temporary works and other arrangements in connection with cleansing, sterilizing and flushing the pipelines.

The costs of the initial sampling analysis and preparing reports on the bacteriological quality of the water shall be borne by the Employer but the costs of any subsequent sampling analysis and preparing reports should the initial reports be unsatisfactory shall be borne by the Contractor.

19. Painting

All steel or ductile iron pipes and fittings exposed to view including above ground pipelines shall be painted after making good the external protection with two coats of "Bitumastic Aluminum solution D. 5909" or similar approved.

Pipes and fittings in chambers shall be painted with two coats of "Bituros Solution" or similar approved. Valves and Surface Boxes shall be similarly painted.

SECTION 5. BUILDING AND STRUCTURES

1. Concrete Building Blocks

Concrete building blocks shall be of approved manufacture and shall be formed in a press. The blocks manufactured in Class C30 concrete shall be cured for at least 10 days before use.

Blocks shall be well and evenly formed with true corners and unbroken arises, and shall be carefully handled and stacked.

From the quarries, high quality impermeable blue stone (Not Ndarugu pumiceous tuff) can also be used.

2. Laying Building Blocks

Joints between blocks shall be filled solid with mortar and shall be of regular thickness of 5 to 10mm. The blocks shall be laid in level courses and bonded so that each vertical joint is midway above the face of the block below, except at junctions and piers where a bond of not less than 100mm shall be provided. The walls shall be raised in lifts not exceeding three metres in height in any one day, and truly vertical. All blocks shall be wetted before being laid.

Joints of exposed work shall be raked out and neatly flush-pointed in the same mortar. The whole of the visible faces of the walls shall be left perfectly clean and all surface mortar and droppings shall be removed before they have set.

Joints in work to be rendered shall be raked out to a depth of 8mm to provide a key for the rendering.

Blockwork shall be tied into adjoining structural members at the same level as blockwork reinforcement using 150mm long butterfly tangs or equivalent fixed and mortared into proprietary vertical strips.

3. Precast Concrete Units Generally

All precast concrete units shall include all fixing plugs and strips to enable screw ties or other fixing devices to be firmly attached. For all precast units to be set in block of masonry walls the plugs and strips shall be so positioned as to provide fixing at course and in no case exceeding 450mm centres.

4. Masonry Using Natural Irregular Stones

Stones shall come from selected quarry layers to the approval of the Engineer. They shall be homogeneous, frost resistant, flawless, free of any cracks or bousins, solid, and of equal grain and shall have all the required quantities to give a regular facing. They shall give out a clear sound when hit by a hammer.

Mortar shall be removed from the external surface of the wall. The Contractor shall prepare a wall sample approved by the Engineer which shall be kept at the construction site until all the masonry is completed.

5. Composition of Mortars

- a. Cement mortar for bonding concrete shall be composed of cement and sand mixed in the proportion of the jointed concrete.
- b. Cement mortar for setting precast concrete or pitching shall be composed of cement and sand mixed in the proportion of 50kg of cement to 0.14m³ of sand, with the addition of an approved plasticizer.
- c. Cement mortar for blockwork in concrete blocks shall be composed of cement and sand mixed in the proportion of 50kg of cement to 0.14m³ of sand.
- d. Sand and Cement for mortars shall be as described in the specification for concrete.

6. Mixing of Mortars

The materials of mortars shall be measured out in their correct proportions and shall first be thoroughly mixed together in a dry state by turning them over upon a clean wooden stage until they are of a homogeneous appearance in consistency and colour. Clean water shall then be added while the mixture is being turned over until it attains a suitable consistency. Plasticizer shall be added in accordance with the manufacturer's recommendations as approved by the Engineer.

The mortar shall be used immediately after it has been mixed. No mortar which has commenced its first set shall be used, or mixed up again. Mortar shall, where possible in hot weather, be protected from too rapid action by covering with impervious material such as polyethylene film.

Mixing by hand will be allowed only if the Engineer gives specific approval. Mixing by machine using the same sequence of operations described above shall be carried out whenever possible.

7. Cement Rendering

Rendering shall be in a 50 kg: 017-2-.20m³ cement: sand mix but where approval had been given to the use of a plasticizer or other additives these proportions may be modified to the approval of the Engineer.

All surfaces to receive a finishing coat of cement rendering or fine concrete shall be thoroughly prepared and cleaned and the rendering or screeding shall be placed immediately after such surfaces have been thoroughly wetted.

All rendering shall be put to a minimum of two coats, the first being left rough to a minimum of 10 mm thickness, but the second coat shall be trowelled up to a fair faces as soon as possible after it is applied.

All internal rendering shall be finished to an even and polished surface with a float, trowel or other suitable tool, special care being taken to obtain perfectly smooth and glazed faces. It shall not be less than 15mm thickness when finished unless instructed otherwise.

All external rendering shall be brought to an even surface with a wood float following which a tyrolean finish of approved colour shall be applied unless otherwise stated.

All rendering shall be protected from sun and rain by adequate and suitable coverings which shall be supplied and fixed in advance of these conditions arising. The renderings shall be kept damp while setting and protected from drying winds.

8. Tanking to Buried Concrete Surfaces

External concrete surfaces to be tanked shall be coated with a bituminous waterproofing membrane 3mm minimum thick. The tanking shall be dressed into structure and be protected by non-rotting boarding prior to backfilling.

9. Waterproof Rendering

Waterproof rendering slurry shall comprise a 50kg to 125kg cement sand mix with an approved waterproofing admixture such as styrene acrylate copolymer.

The material shall block capillaries and minor shrinkage cracks to prevent water ingress while allowing the passage of water vapour through the structure.

The render shall be applied to a total thickness of not less than 20mm the first coat shall be applied leveled scratched and left to dry for not less than 3 days.

10. Joint Sealing Compound and Sealants

Joint sealing compounds shall be impermeable ductile materials of a type suitable for the conditions of exposure in which they are to be placed, and capable of providing durable, flexible and watertight seal by adhesion to the concrete throughout the range of joint movement.

Hot poured joint sealants shall comply with BS 2499, Ordinary Type A1 sealant.

Cold poured polymer-based joint sealants shall comply with BS 5212: Part 1, Normal Type N sealant.

Two part polysulphide based sealants shall comply with the relevant provisions of BS 4254. Pouring Grade shall be applied to horizontal upward facing joints and Gun Grade to joints of any other aspect or inclination. Other two part polymer based sealants of Gun or Trowel Grade shall comply with the physical and test requirements of BS 4254.

Silicon based building sealants shall comply with the relevant provisions of BS 5889. Primers for use with joint sealants shall be compatible with, and obtained from the same manufacturers as, the adjacent sealant. Primers shall have no harmful effects on the concrete.

Sealants and primers which will be in contact with water to be used for potable supply shall not impart to water taste, colour, or any effect known to be harmful to health, and shall be resistant to bacterial growth. Sealants and primers which will be in contact with sewage or sewage sludge shall be resistant to biodegradation.

SECTION 6 SAFETY, HEALTH AND ENVIRONMENT

1. Introduction

The prevention of injury and/or illness to the site personnel and the public, damage to the Works and to public and private property, protection of the environment, and compliance with applicable laws, are primary objectives of the Employer. Because of the importance the Employer places on

meeting these objectives, selected minimum requirements are outlined in these Safety, Health and Environmental Specifications with which Contractors shall comply while working on this contract. Given that these Specifications cannot cover every eventuality, the Contractor shall be expected to exercise good judgment in all such matters, even though not mentioned in these Specifications, and shall take any and all additional measures, as required or necessary, to meet his responsibility for safety, health and environmental matters during the period of the Contract.

The Employer nor its representatives shall not be held liable for any actions taken by the Contractor that are attributed to following the minimum requirements stated hereinafter. The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) Have full regard for the safety of all persons on the Site and keep the Site and the Works in an orderly state appropriate to the avoidance of danger to any person;
- (b) Know and understand all laws governing his activities along with any site requirements and work site hazards. Such information shall be communicated by the Contractor to his personnel and subcontractors;
- (c) Take all necessary measures to protect his personnel, the Employer's personnel, other persons, the general public and the environment;
- (d) Avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequent of carrying out the Works.

2. Compliance with Specifications

The Contractor shall comply with the requirements of these Safety, Health and Environmental Specifications and all other applicable regulations or requirements under Kenyan laws, laid down by relevant authorities or issued by the Employer or the Engineer concerning safety, health and the environment, in force or introduced or issued from time to time during the period of the Contract.

In so far as these Specifications are applicable, they shall apply to sites and personnel outside the Site associated with the performance of the Contract.

The Specifications equally apply to subcontractors and all other parties engaged by the Contractor and their personnel. The Contractor shall ensure all such parties are fully aware of and comply with the Specifications.

The Contractor shall comply with all notifications and written or verbal instruction regarding safety issued pursuant to these Specifications by the Employer, Engineer or relevant authorities within the time specified in the notification or instruction.

The Contractor shall adopt a positive approach, awareness and responsibility towards safety, health and the environment, and take appropriate action, by:

- (a) Ensuring the Specifications are enforced and followed by the Contractor's personnel. Any failure by the Contractor's personnel to follow the Specifications shall be regarded as a failure by the Contractor.
- (b) Paying attention to possible injury to unauthorized persons entering the site, particularly children.

Whenever in these Specifications the Contractor is required to provide test certificates for equipment and personnel and to comply with the relevant authorities' requirements and no

independent test facilities are available or no relevant authorities exist in Kenya, the Contractor shall provide:

- (a) In lieu of independent test certificates:
 - for equipment – details of the tests that have been carried out by the Contractor and a written statement that the Contractor has satisfied himself that the item of equipment is fit and safe for use;
 - for personnel – details of the training and experience of the personnel and a written statement that the Contractor has satisfied himself that they have the required level of competency;
- (b) In lieu of relevant authorities' requirements – details of the Contractor's own rules, regulations, requirements and procedures regarding safety, health and the environment.

If the Engineer is dissatisfied with the details provided by the Contractor, the Contractor shall provide further details or carry out further tests or provide further written statements as may be reasonably required by the Engineer.

When the Engineer has satisfied himself regarding the Contractor's own rules, regulations, requirements and procedures provided in accordance with (b) above, such rules, etc. shall be deemed to form part of these Specifications and to which Clause 3 shall equally apply.

3. Failure to Comply with Specifications

3.1 General

Should the Contractor fail to comply with any of the Specifications or requirements of the Engineer:

- (a) The Engineer may suspend the Works of part of the Works until the Contractor has taken the necessary steps, to the satisfaction of the Engineer, to comply with the Specifications or requirements.
- (b) The Employer may, following written notice to the Contractor, carry out themselves or arrange for another contractor to carry out such measures as they may consider appropriate on behalf of the Contractor. Any such actions by the Employer shall not affect or diminish the Contractor's obligations or responsibilities under the Contract.
- (c) the Engineer may, by written notice of suspension to the Contractor, suspend all payment to the Contractor under the Contract if the Contractor fails to rectify any breach of the Specifications within the period specified by the Engineer, provided that such notice of suspension:
 - (i) Shall specify the nature of the failure or failures; and
 - (ii) Shall request the Contractor to remedy each such failure within a specified period after receipt by the Contractor of such notice of suspension.

Such suspension of payment shall remain in force until such time as the Contractor has rectified the breach or breaches to the satisfaction of the Engineer. No interest shall be paid on the suspended payments.

Failure to comply with the Specifications or requirements shall be considered a breach of the Contract by the Contractor and may result in termination of the Contract by the Employer. In the event of the Employer taking action based on this Clause, the Contractor shall not be entitled to any additional costs or extension to the Contract Completion Date. All costs incurred by the Employer pursuant to Sub-Clause 703.1.1 (b) shall be deducted from the amounts otherwise due to the Contractor.

4 General Requirements

4.1 Preamble

All references to safety shall be deemed to include health and the environment.

4.2 Safety Officer

The Contractor shall appoint a competent Safety Officer who shall be responsible for safety, health and the environment. The Safety Officer shall be given sufficient time by the Contractor to carry out his duties; minimum requirements shall be as follows:

Workforce on site of over 250	- full time Safety Officer;
Workforce on Site of 100 – 250	- 50% of Safety Officer's time;
Workforce on site below 100	- As required for the Works but a minimum of 5 hours per week of Safety Officer's time where more than 20 workers.

The Contractor shall provide the Safety Officer with appropriate identification, including a white hard hat with Red Cross symbol and an identification badge. The appointment of the Safety Officer shall be in writing and copied to the Engineer. The appointment shall include specific instructions to enforce these Specifications and delegated authority to take any action, measure or to issue instruction regarding their enforcement. All persons on Site shall be made aware of the name and authority of the Safety Officer and instructed to comply with any instruction or direction in safety matters, verbal or in writing issued by the Safety Officer.

The Safety Officer shall be provided with a mobile phone or other similar means of communication. The Safety Officer shall be accessible and available at all times including normal working hours.

4.3 Safety Training

The Contractor shall provide safety induction training for all site personnel upon starting on site. The Contractor shall provide safety refresher/reinforcement training at regular intervals for his staff.

4.4 Safety Meetings

The Contractor shall hold regular safety meetings to provide safety instructions and receive feedback from site personnel on safety, health and environmental matters. A weekly safety Meeting shall be chaired by the Safety Officer and minutes shall be taken of the meeting. The meeting/minutes shall be given to the Engineer. The Safety Officer should attend the Contractor's weekly site meetings and "Safety" shall be an item on the agenda.

4.5 Safety Inspections

The Safety Officer shall make regular safety inspection of the work site. The Safety Officer shall prepare a report of each inspection. This report shall include details of all breaches of these Specifications and any other matters or situations relating to safety found during the inspection, instructions issued by the Safety Offices and actions taken by the Contractor. A copy of the Safety Officer's reports shall be given to the Engineer.

4.6 Control of Substances Hazardous to Health

Hazardous materials shall be stored in approved safety containers and handled in a manner specified by the manufacturers and/or prescribed by relevant authorities.

Only properly trained and equipped personnel shall handle hazardous materials.

4.7 Potential Hazards

The Contractor shall inform employees of potential hazards, take the appropriate steps to reduce hazards and be prepared for emergency situations. The Contractor shall make an assessment of every operation involving hazardous substances. The assessment shall be recorded on a Hazardous and Flammable Substances Assessment Method Statement which shall be submitted to the Engineer prior to the delivery and use of the substance on Site.

4.8 Accident Reporting

The Contractor shall report all accidents and dangerous occurrences to the Engineer. The Contractor shall prepare a report on each accident or dangerous occurrence and a copy of the report, together with witness statements and any other relevant information, shall be submitted to the Engineer. A reportable accident or dangerous occurrence shall include any accident to any person on site requiring medical attention or resulting in the loss of working hours or any incident that resulted, or could have resulted, in injury, damage or a danger to the Works, persons, property or the environment.

In the event of an accident or dangerous occurrence, the Contractor shall be responsible for completing all statutory notifications and reports. Copies of all statutory notifications and reports shall be passed to the Engineer.

All accidents and dangerous occurrences shall be recorded in a Site Accident Book. The Site Accident Book shall be available at all times for inspection by the Engineer.

The Contractor shall immediately rectify any situation or condition that could result in injury, damage or a danger to the Works, person, property or the environment. If the situation or condition cannot be corrected immediately, the Contractor shall provide temporary barriers and appropriate warning signs and devices and/or take other appropriate action necessary for the protection of persons, property and the environment.

4.9 Notices, Signs, Etc.

All safety, health, environmental and other notices and signs shall be clearly displayed and written in English. All requirements, instructions, procedures, etc. issued by the Contractor concerning these Specifications shall be printed in English and displayed and readily available to the Contractor's personnel.

4.10 First Aid and Medical Attention

The Contractor shall have comprehensive First Aid Kit(s) on Site at all times. First Aid Kits shall be conveniently located and clearly identifiable.

The Contractor shall have one employee on site trained in first aid for every 25 employees. Such persons shall be provided with appropriate identification, including a red hard hat with a white "red cross" symbol; and an identification badge.

The Contractor shall make contingency arrangements for calling a Doctor and transporting injured persons to hospital. The telephone numbers of the emergency services and the name, address and telephone number of the Doctor and nearest hospital shall be prominently displayed in the Contractor's site office.

4.11 Employee Qualification and Conduct

The Contractor shall employ only persons who are fit, qualified and skilled in the work to be performed. All persons shall be above the minimum working age. Contractor's personnel shall use the toilet facilities provided by the Contractor.

The Contractor shall ensure:

- (a) That no firearms, weapons, controlled or illegal substances or alcoholic beverages are brought onto the Site and that no personnel under the influence of alcohol or drugs are permitted on Site.
- (b) That all personnel obey warning signs, product or process labels and posted instructions.
- (c) That drivers or operators of vehicles, machinery, plant and equipment follow the rules for safe operations. Drivers shall wear seat belts and obey all signs and posted speed limits.

5 Safety Requirements

5.1 Personal Protective Equipment

The Contractor shall provide personal protective equipment, including hard hats, safety glasses, respirators, gloves, safety shoes, and such other equipment as required, and shall take all measures or actions for the protection and safety of Contractor's personnel.

Non-metallic hard hats shall be worn at all times by all personnel at the worksite with the exception of those areas where the Engineer has indicated it is not necessary to do so. Safety glasses shall meet international standards and be available for use and worn in specified worksite areas.

As a minimum, safety glasses shall be worn for the following types of work: hammering, chipping, welding, grinding, use of electrically powered or pneumatic equipment, insulation handling, spray painting, working with solvents, and other jobs where the potential of an eye injury exists. Face shields and/or goggles shall be worn where possible exposure to hazardous chemicals, cryogenic fluids, acids, caustics or dust exists and where safety glasses may not provide adequate protection. When handling acids, caustics and chemicals with corrosive or toxic properties, suitable protection, such as acid suits or chemical resistant aprons and gloves, shall be worn to prevent accidental contact with the substance.

Personnel shall not be permitted to work whilst wearing personal clothing or footwear likely to be hazardous to themselves or others.

The wearing of safety shoes with steel reinforced toes is recommended for all Contractor's personnel on site. In all cases, Contractor's personnel shall wear substantial work shoes that are commensurate with hazards of the work and the work site area.

Hearing protection, including muffs, plugs or a combination thereof, shall be provided for all personnel operating in areas where the noise level exceeds 90 decibels. Such protections shall also be provided for operators working with equipment exceeding such a level. This may include equipment such as excavators, shovels, jackhammers, saws, drills, grinders and the like are being used.

The Contractor shall encourage employees to wear substantial work gloves whenever practical and safe to do so.

5.2 Fire Protection and Prevention

The Contractor shall comply with fire protection instructions given by the Authorities having jurisdiction in regard to fire protection regulations. The Contractor shall, upon moving on site, provide to the Engineer and the Authorities a fire prevention and evacuation plan. This shall include drawing(s) showing the fire assembly points. The fire prevention and evacuation plan and drawing(s) shall be updated from time to time as the Works progress. The Contractor shall ensure all personnel are fully informed on escape routes and assembly points and any changes thereto.

Fuel storage will not be permitted in construction work areas. Contractors may establish fuel storage tanks in specified areas set aside for the purpose and approved by the Engineer. Storage tanks shall be adequately banded to control spillage. Fire extinguishers shall be provided and installed in a suitable nearby location.

Highly combustible or volatile materials shall be stored separately from other materials and as prescribed by relevant authorities and under no circumstances within buildings or structures forming part of the permanent Works. All such materials shall be protected and not exposed to open flame or other situations which could result in a fire risk.

No combustible material shall be located inside or within 10 metres of a building if structure forming part of the permanent Works. Where units have to be used in these circumstances, they shall be constructed of non-combustible materials and have a half-hour fire rating inside to outside and outside to inside. Non-combustible furniture shall be used where practical.

All temporary accommodation and stores shall be provided with smoke detectors and fire alarms.

Smoking shall be banned in high risk areas.

Expanded polystyrene with or without flame retarding additive, polythene, cardboard and hardwood shall not be used as protection materials. Plywood and chipboard shall only be used as protection on floors. Vertical protection shall be non-combustible. Debris netting and weather protection sheeting shall be fire retardant.

When using cutting or welding torches or other equipment with an open flame, the Contractor shall provide a fire extinguisher close by at all times. All flammable materials shall be cleared from areas of hot works or work locations prior to welding or oxy/gas burning operations. All hot works shall cease half an hour before the end of a work shift to allow for thorough checking for smouldering materials. Where appropriate, areas of hot works are to be soaked in water before the shift ends.

An adequate number of fire extinguishers of types suited to the fire risk and the material exposed shall be provided. These shall be placed in accessible, well-marked locations throughout the job site. Contractor's personnel shall be trained in their use. Extinguishers shall be checked monthly for service condition and replaced or recharged, as appropriate after use.

Only approved containers shall be used for storage, transport and dispensing of flammable substances. Portable containers used for transporting or transferring gasoline or other flammable liquids shall be approved safety cans.

Fuel burning engines shall be shut off while being refuelled. Adequate ventilation to prevent an accumulation of flammable vapours shall be provided where solvents or volatile cleaning agents are used.

Flammables shall not be stored under overhead pipelines, cable trays, electrical wires or stairways used for emergency egress. Paints shall be stored and mixed in a room assigned for the purpose. This room shall be kept under lock and key.

Oily waste, rags and other such combustible materials shall be stored in proper metal containers with self-closing lids and removed every night to a safe area or off site. Every precaution shall be taken to prevent spontaneous combustion.

5.3 Electrical Safety

All temporary electrical installations, tools and equipment shall comply with current regulations dealing with on-site electrical installations. The Contractor shall establish a permit-to-work system for work in or in proximity to energized circuits of any voltage. Contractor's personnel shall not commence work on such circuits unless a permit to work has been issued and adequate safety measures have been taken and the work operation has been reviewed and approved by the Engineer.

Only authorized personnel shall be allowed to work or repair electrical installations and equipment. Portable tools and equipment shall be 240 volt, unless otherwise agreed by the Engineer.

When portable or semi-portable equipment operates at voltages in excess of 240 volts, the supply shall be protected by a Residual Current Device (RCD) regardless of any such device fitted to the equipment. The RCD must have a tripping characteristic of 30 milliamps at 30 milliseconds maximum.

All static, electrically powered equipment, including motors, transformers, generators, welders and other machinery, shall be properly earthed, insulated, and/or protected by a ground fault interruption device. In addition, the skin metal buildings and trailers with electric service shall be earthed. Metal steps, when used shall be securely fixed to the trailer. Lamp holders on festoon lighting shall be moulded to flexible cable and be of the screw in type. Clip on guards shall be fitted to each lamp unit.

All tungsten-halogen lamps shall be fitted with a glass guard to the element. These lamps must be permanently fixed at high level.

Electrical equipment shall be periodically inspected and repaired as necessary by competent persons. Any work in electrical equipment and systems shall be made safe through locking, tagging, and/or isolation of the equipment before work commences. Prior to the start of the work, the equipment or systems shall be tested to ensure that they have been properly de-energised and isolated.

Electrical repair work on energized systems shall be avoided whenever possible. Electrical trouble shooting shall be conducted only after getting written approval of the Engineer.

Unauthorized personnel shall not enter enclosures or area containing high voltage equipment such as switchgear, transformers or substations.

5.4 Oxygen/Acetylene/Fuel Gases/Cartridge Tools

Compressed oxygen shall never be used in the place of compressed air. Flash-back (Spar) arrestors shall be fitted to all gas equipment. Liquid petroleum Gas (LPG) cylinders shall not be stored or left in areas below ground level overnight. Cylinders must be stored upright.

The quantity of oxygen, acetylene and LPG cylinders at the point of work shall be restricted to a maximum of one day's supply. Cylinders shall be kept in upright vertical rack containers or be safely secured to a vertical support.

Cartridge tools shall be of the low velocity type. Operators must have received adequate training in the safe use and operation of the tool to be used.

5.5 Scaffolding/Temporary Works

No aluminum tube shall be used, except for proprietary mobile towers, unless otherwise agreed with the Engineer.

Drawings and calculations shall be submitted to the Engineer, prior to commencement of work on the site, for all Temporary Works, including excavations, falsework, tower cranes, hoists, services and scaffolding. Designs shall conform to international standards.

The Engineer will not approve Temporary Work designs but the Contractor shall take account of any comments on such designs made by the Engineer.

The Contractor shall inspect and approve all Temporary Works after erection and before access, loading or use is allowed. Completed and approved Temporary Works shall be tagged with a scaff-tag or similar safety system and the Safe Structure insert displayed. For scaffolding, one tag shall be displayed every 32 m² of face area. A central record system shall be kept on all Temporary Work. Temporary Works shall be inspected weekly and similarly recorded.

All mobile scaffold towers shall be erected in accordance with the manufacturer's instructions and a copy of these shall be submitted to the Engineer prior to any use on site. Additionally, all towers shall be erected complete with access ladder, safety rails and kick boards whatever the height.

The Contractor shall repair or replace, immediately, any scaffold, including accessories, damaged or weakened from any cause.

The Contractor shall ensure that any slippery conditions on scaffolds are eliminated as soon as possible after they occur.

All scaffolds used for storing materials, for brick or block laying, for access to formwork or for any other purpose where materials may be accidentally fall, shall be provided with wire mesh guards of a substantial material, in addition to kick boards.

5.6 Use of Ladders

Manufactured ladders shall meet the applicable safety codes for wood or metal ladders. Metal ladders shall not be used where there is any likelihood of contact with electric cables and equipment. All metal ladders shall be clearly marked: "Caution – Do not use around electrical equipment". Job made ladders shall not be permitted.

Extension or straight ladders shall be equipped with non-skid safety feet, and shall be no more than 12 m in height. The maximum height of a step ladder shall be 2 m. Ladders shall not be used as platforms or scaffold planks.

Ladders rungs and steps shall be kept clean and free of grease and oil.

Extension and straight ladders shall be tied off at the top and/or bottom when in use. Only one person shall be allowed in a ladder at a time.

Defective ladder shall be taken out of service and not used. Ladders shall not be painted and shall be inspected for defects prior to use.

5.7 Elevated Work

The Contractor shall provide all personnel, while working at an elevated position, with adequate protection from falls. Details of such protections shall be submitted to the Engineer.

The Contractor shall carry out daily inspections of all elevated work platforms. Defects shall be corrected prior to use.

5.7.1 Roofing and Sheet Metal Laying

- (a) A Method Statement detailing the procedures to be adopted shall be submitted to and agreed with the Engineer prior to commencement of work on the site.
- (b) Mobile elevating work platforms or the equivalent shall be used to install roofing and sheet materials wherever practicable and a suitable base is available.

5.7.2 Erection of Structures

- (a) A Method Statement detailing the procedures to be adopted shall be submitted to and agreed with the Engineer prior to commencement of work on the site.
- (b) Safety harness and lines shall be provided by the Contractor for use by the erection personnel and worn at all times.
- (c) Mobile elevating work platforms or the equivalent shall be used to erect structures wherever practicable and a suitable base is available.

5.7.3 Mobile Elevating Work Platforms

Operators shall be trained in the safe use of such platforms and hold a current Certificate of Competence.

5.7.4 Hoists

- (a) A copy of the current Test Certificate shall be submitted to the Engineer before any hoist (personnel or material) is brought into operation on the site. Where the range

of travel is increased or reduced a copy of the revised Test Certificate shall be submitted.

- (b) Each landing gate shall be fitted with a mechanical or electrical interlock to prevent movement of the hoist when any such gates is in the open position.
- (c) Safety harness must be worn and used by personnel erecting, altering and dismantling hoists.

5.7.5 Suspended Cradles

- (a) Suspended cradles shall be installed, moved and dismantled by a specialist contractor.
- (b) Suspended cradles shall comply with local regulations.
- (c) All powered suspended cradles shall incorporate independent safety lines to overspeed braking devices and independent suspension lines for personal safety harness attachment.

5.8 Use of Temporary Equipment

The safe design of any piece of equipment shall not be exceeded, nor shall the equipment be modified in any manner that alters the original factor of safety or capacity. Mobile equipment shall be fitted with suitable alarm and motion sensing devices, including back-up alarm, when required. The Contractor shall ensure that the installation and use of equipment are in accordance with the safety rules and recommendations laid down by the manufacturer, taking into account the other installations already in place or to be installed in the future.

The contractor shall inspect Equipment prior to its use on the Works and periodically thereafter to ensure it is in safe working order. Special attention shall be given to such items as cables, hoses, guards, booms, blocks, hooks and safety devices. Equipment found to be defective shall not be used and immediately removed from services, and a warning tag attached.

Natural and synthetic Fibre rope made of material such as manila, nylon, polyester, or polypropylene shall not be used as slings. Only trained, qualified and authorized personnel shall operate equipment. All drivers and operators shall hold a current Certificate of Training Achievement for the equipment being used. A safety observer shall be assigned to watch movements of heavy mobile equipment where hazards may exist to other personnel from the movement if such equipment, or where equipment could hit overhead lines or structures. The observer shall also ensure that people are kept clear of mobile equipment and suspended tools.

When mobile or heavy equipment is travelling onto a public thoroughfare or roadway, a flagman shall ensure that traffic has been stopped prior to such equipment proceeding. While the mobile or heavy equipment is travelling on a public roadway, a trailing escort vehicle with a sign warning of a slow-moving vehicle that is dangerous to pass shall be provided.

5.9 Cranes:

- (a) The Contractor shall give a minimum of 48 hours' notice to the Engineer prior to bringing a crane on site.
- (b) No cranes shall be erected in the site without the prior approval of the Engineer. The Engineer may direct the Contractor as to location where cranes may not be located. The Contractor shall take such directions into account when submitting his proposals for crane location points, base footings, pick up points and swing radius. Compliance with any such direction shall not entitle the Contractor to any extension of the Period of Completion or to any increase of the Contract Price.
- (c) Safety harness shall be worn and used at all times by personnel engaged on the erection, alterations and dismantling of tower cranes.

- (d) The Contractor shall provide a copy of the current Test Certificate (see Sub-Clause 702.5) to the Engineer before any crane (tower or mobile) is brought into operation on the Site.
- (e) All lifting tackle must hold a current Test Certificate. All lifting tackle must be thoroughly examined every 6 months and an inspection report raised.
- (f) All fibrous/web slings shall be destroyed and replaced 6 months after first use.
- (g) All crane drivers/operators shall hold a Certificate of Training Achievement for the class of crane operated.
- (h) All banksman/slingers shall hold a Training Certificate from a recognized training agency.
- (i) The maximum weekly working hours of a crane driver or banksman shall be restricted to 60 hours.
- (j) Under no circumstances shall a crane or load come within 4 m of any energized overhead power line or other critical structure.

5.10 Locking-out, Isolating and Tagging Equipment.

Equipment that could present a hazard to personnel if accidentally activated during the performance of installation, repair, alteration, cleaning, or inspection work shall be made inoperable and free of stored energy and/or material prior to the start of work. Such equipment shall include circuit breakers, compressors, conveyors, elevators, machine tools, pipelines, pumps, valves, and similar equipment.

Where equipment is subject to unexpected external physical movement such as rotating, turning, dropping, falling, rolling, sliding, etc., mechanical and/or structural constraints shall be applied to prevent such movement.

Equipment which has been locked-out, immobilized, or taken out of services for repair or because of a potentially hazardous condition shall be appropriately tagged indicating the reason it has been isolated and/or taken out of service.

Where safety locks are used for locking out or isolating equipment, the lock shall be specially identified and easily recognized as a safety lock.

5.11 Installation of Temporary or Permanent Equipment

During installation and testing the Contractor's specialists Engineer shall be in attendance. All control mechanism panel and wiring diagrams shall be available and printed in English.

5.12 Laser Survey Instruments

Details of the types and use of laser instruments shall be submitted and agreed with the Engineer.

5.13 Working in Confined Spaces

Confined spaces, including tanks, vessels, containers, pits, bins, vaults, tunnels, shafts, trenches, ventilations ducts, or other enclosures where known or potential hazards may exist, shall not be entered without prior inspection by and authorization from the Site Safety Officer and the issuance of a Hazardous Work Permit.

Prior to entering the confined space, the area shall be completely isolated to prevent the entry of any hazardous substances or materials which could cause an oxygen deficient atmosphere. All

equipment that could become energized or mobilized shall be physically restrained and tagged. All lines going into the confined space shall be isolated and/or blanked.

Personnel working in a confined space where emergency escape or rescue could be difficult, shall wear a safety harness attached to a lifeline. A qualified attendant(s), trained and knowledgeable in job-related emergency procedures, shall be present at all times while persons are working within the confined space.

The attendant shall be capable of affecting a rescue, have necessary rescue equipment immediately available, and be equipped with at least the same protective equipment as the person making entry.

All equipment to be used in a confined space shall be inspected to determine its acceptability for use. Where a hazard from electricity may exist, equipment utilized shall be of low voltage type. The atmosphere within the confined space shall be tested to determine if it is safe to enter. Acceptable limits are:

- oxygen: 19.5% lower, 22% higher;
- flammable gas: not to exceed 10% of lower explosion limit;
- Toxic contaminants: not to exceed the permissible exposure limit.

Subsequent testing shall be done after each interruption and before re-entering the confined space, as well as at intervals not exceeding 4 hours. Continuous monitoring is preferable and may be necessary in certain situations.

Adequate ventilation shall be provided to ensure the atmosphere is maintained within acceptable limits.

5.14 Demolition

A detailed Method Statement detailing the demolition procedures/techniques to be used shall be submitted to and approved by the Engineer prior to commencement of work on site.

The Method Statement must include full details of measures to be taken to ensure that there are no persons remaining in the building/structure and to distance members of the public and Contractor's personnel from the building/structure prior to demolition.

5.15 Excavation and Trenching

An excavation permit signed by the Engineer must be issued before excavation proceeds in any work location. The contractor shall investigate and identify the location of existing services by study of the drawings, a visual/physical study of the site, sweeping by appropriate detection equipment and where necessary hand excavation of trial holes.

Following this investigation, the Contractor shall submit a written request for an excavation permit to the Engineer.

The Engineer will return the permit signed and dated to indicate:

- Services which are to be maintained.
- Services which are to be isolated.
- Any special precautions to be taken.

A sample Excavation Permit is given in Annex 1 to this Specification. The issue of an Excavation Permit by the Engineer shall not relieve the Contractor of his responsibilities under the Contract.

The side of all excavations and trenches which in the opinion of the Engineer might expose personnel or facilities to danger resulting from shifting earths shall be protected by adequate temporary supports or sloped to the appropriate angle of repose.

All excavations, slopes and temporary supports shall be inspected daily and after each rain, before allowing personnel to enter the excavation.

Excavations 1.3 metres or more in depth and occupied by personnel shall be provided with ladders as a means for entrance and egress. Ladders shall extend not less than 1 metre above the top of the excavation.

The Contractor shall provide adequate barrier protection to all excavations. Barriers shall be readily visible by day or night.

Excavated or other materials shall be stored at least 0.65 metres from the sides of excavations.

5.16 Concrete Reinforcement Starter Bars

The Contractor shall ensure concrete reinforcement starter bars are not a danger to personnel. Where permitted by the Engineer, starter bars shall be bent down. Alternatively, the starter bars shall be protected using either hooked starters, plastic caps, plywood covers or other methods agreed with the Engineer.

6 Environmental and Health Requirements

6.1 Protection of the Environment

The Contractor shall be knowledgeable of and comply with the Environmental Management Plan (EMP) and with all environmental laws, rules and regulations for materials, including hazardous substances or wastes under his control. The contractor shall not dump, release or otherwise discharge or dispose of any such materials without the authorization of the Engineer.

Any release of a hazardous substance to the environment, whether air, water or ground, must be reported to the Engineer immediately. When releases resulting from Contractor action occur, the Contractor shall take proper precautionary measures to counter any known environmental or health hazards associated with such release. These would include remedial procedures such as spill control and containment and notification of the proper authorities.

6.2 Air Pollution

The Contractor, depending on the type and quantity of materials being used, may be required to have an emergency episode plan for any releases to the atmosphere. The Contractor shall also be aware of local ordinances affecting air pollution.

The Contractor shall take all necessary measures to limit pollution from dust and any wind-blown materials during the Works, including damping down with water on a regular basis during dry climatic conditions.

The contractor shall ensure that all trucks leaving the Site are properly covered to prevent discharge of dust, rocks, sand, etc.

6.3 Water Pollution

The contractor shall not dispose of waste solvents, petroleum products, toxic chemicals or solutions on the city drainage system or watercourse, and shall not dump or bury garbage on the Site. These types of waste shall be taken to an approved disposal facility regularly, and in accordance with requirements of relevant Authorities. The Contractor shall also be responsible for the control of all run-offs, erosion, etc.

6.4 Solid Waste

6.4.1 General Housekeeping

- (a) The Contractor shall maintain the site and any ancillary areas used and occupied for performance of the Works in a clean, tidy and rubbish-free condition at all times.

- (b) Upon the issue of any Taking-Over Certificate, the Contractor shall clear away and remove from the Works and the Site to which the Taking-Over Certificate relates, all Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave the said Works and Site in a clean condition to the satisfaction of the Engineer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Notification Period.

6.4.2 Rubbish Removal and Disposal

- (a) The Contractor shall comply with statutory and municipal regulations and requirements for the disposal of rubbish and waste.
- (b) The Contractor shall provide suitable metal containers for the temporary storage of waste.
- (c) The Contractor shall provide suitable metal containers from site as soon as they are full. Rubbish containers shall not be allowed to overflow.
- (d) The Contractor shall provide hard standings for and clear vehicle access to rubbish containers.
- (e) The Contractor shall provide enclosed chutes of wood or metal where materials are dropped more than 7 metres. The area onto which the material is dropped shall be provided with suitable enclosed protection barriers and warning signs of the hazard of falling materials. Waste materials shall not be removed from the lower area until handling of materials above has ceased.
- (f) Domestic and biodegradable waste from offices, canteens and welfare facilities shall be removed daily from the site.
- (g) Toxic and hazardous waste shall be collected separately and be disposed of in accordance with current regulations.

6.4.3 Asbestos Handling and Removal

The Contractor shall comply with all local regulations regarding the handling of asbestos materials. In the absences of local regulations, relevant International Standards shall apply.

6.4.4 Pest Control

The Contractor shall be responsible for the rodent and pest control on the Site. If requested, the contractor shall submit to the Engineer, for approval, a detailed programme of the measures to be taken for the control and eradication of rodents and pests.

6.5 Noise Control

The Contractor shall ensure that the works is conducted in a manner so as to comply with all restrictions of the Authorities having jurisdiction, as they relate to noise.

The Contractor shall, in all cases, adopt the best available plant/and or machinery shall be used. All equipment shall be maintained in good mechanical order and fitted with the appropriate silencers, mufflers or acoustic covers where applicable. Stationary noise sources shall be sited as far away as possible from noise-sensitive areas and, where necessary, acoustic barriers shall be used to shield them. Such barriers may be proprietary types, or may consist of site materials such as bricks or earth mounds as appropriate.

Compressors, percussion tools and vehicles shall be fitted with effective silencers of a type recommended by the manufacturers of the equipment. Pneumatic drills and other noisy appliances

shall not be used during days of rest or after normal working hours without the consent of the Engineer.

Areas where noise levels exceed 90 decibels, even on a temporary basis, shall be posted as high noise level areas.

7 Additional Requirements for Work in Public Areas

7.1 General

Those additional requirements shall apply to all works carried out in Public Areas.

Public Areas are defined as areas still used by or accessible to the public. These include public roads and pavements, occupied buildings and areas outside the Contractor's boundary fencing.

All work in Public Areas shall be carried out to minimize disturbance and avoid dangers to the public.

Before commencing work, the Contractor shall ensure that all necessary resources, including labour, plant and materials will be available when required and that the works will proceed without delays and be completed in the shortest possible time. Period of inactivity and slow progress or delays in meeting the agreed programme for the Works, resulting from the Contractor's failure to provide necessary resources or other causes within the control of the Contractor, will not be accepted. In the event of such inactivity, slow progress or delays, the Contractor shall take immediate action to rectify the situation, including all possible acceleration measures to complete the works within the agreed programme.

Details of the actions and acceleration measures shall be submitted to the Engineer. If the Engineer is dissatisfied with the Contractor's proposals, the Contractor shall take such further actions or measures as required by the Engineer. All costs incurred shall be the responsibility of the Contractor.

7.2 Method Statement

The Contractor shall submit to the Engineer a method statement for each separate area or work in Public Areas. The Method Statement shall include:

- (a) A general description of the Works and methodology of how it will be carried out.
- (b) Details of the measures and temporary works to minimize disturbance and safeguard the public. These shall include temporary diversions, safety barriers, screens, signs, lighting, watchmen and arrangements for control of traffic and pedestrians and advance warning to be given to the public.
- (c) Details of temporary reinstatement and maintenance of same prior to final reinstatement.
- (d) For works involving long lengths of trenches or works to be completed in sections, the lengths or sections of each activity (e.g. up to temporary reinstatement, final reinstatement) to be carried out at any one time.
- (e) Details of the availability of necessary resources (labour, plant, materials, etc.) to complete the work.
- (f) A programme showing start and completion dates and period for all activities of each length or section, including temporary works, and the works overall.
- (g) Such further information as necessary or required by the Engineer.

The Contractor shall not commence work, including temporary works, until after the approval of the Contractor's Method Statement by the Engineer.

Method Statements shall be updated bases on actual progress or as and when required by the Engineer.

7.3 Closure of Roads, Etc.

The closure or partial closure of roads, pavements and other public areas will only be permitted if approved by the Engineer and Relevant Authorities. The Contractor shall detail for each closure the extent of area to be closed, the reasons and duration of the closure, and where appropriate, proposed diversions. A sample Street Closure Permit is given at Annex 2 to this Specification.

7.4 Trench and Other Excavations

The requirements covering trench and other excavations will depend on the location and type of the excavation and the potential risks to the public.

The following guidelines apply particularly to trenches but shall also apply to other types of excavations:

- (a) before commencing work the Contractor shall:
 - Notify the Engineer of the location and duration of the work. An excavation permit signed by the Engineer must be issued in accordance with Sub-Clause 705.16 before excavation proceeds in any work location;
 - Obtain permission from relevant authorities including the police when required;
 - Erect all temporary works such as barriers, warning signs, lighting, etc.;
 - Have available adequate materials for temporary supports to sides of excavations and necessary labour, plant and materials to complete the work within the shortest possible time.
- (b) in carrying out the works the Contractor shall, unless otherwise permitted or required by the Engineer:
 - Not open more than one excavation within a radius of 250 metres;
 - Limit the length of trench excavation open at one time to 150 metres;
 - Maintain and alter or adapt all temporary works including supports to sides of excavations;
 - Remove all surplus excavated material the same day it is excavated;
 - Complete the works, including final reinstatement within ten days;
 - Where final reinstatement is not achieved within the required time, to carry out temporary reinstatement;
 - Ensure that any temporary reinstatement is maintained at the correct level until final reinstatement is achieved.

The above guidelines shall not relieve the Contractor of his obligations and responsibilities.

7.5 Safety Barriers

Safety barriers shall be provided to the perimeter of work areas and to trench and other types of excavations and to existing openings such as manholes, trial pits and the like. When exposed to the public, safety barriers shall be provided to both sides and ends of trenches and around all sides of openings.

The Contractor shall provide details of the type or types of safety barriers for each excavation for the approval of the Engineer prior to commencing work. No work shall commence until the safety barriers are in place.

The type of safety barrier used shall be appropriate to the particular location and the potential risks to the public. Examples of different types of safety barriers are given below:

- Type 1 - excavated material;

- Type 2 - non-rigid barrier of rope or florescent tape strung between metal rods driven into the ground;
- Type 3 - rigid barrier of timber, steel or concrete. Such barriers could be in the form of horizontal rail(s) or sheet material secured to posts driven or concreted onto the ground.

The following are guidelines on the type of safety barriers that could be used in differing situations. They apply particularly to trenches but also apply to other types of excavation, existing openings onto the perimeter of work areas:

- Areas not subject to vehicular traffic - Types 1 or 2;
- Roadways (low traffic speed) - Types 1 or 2;
- Roadways (high traffic speed or where excavation are greater than 2 m) - Type 3.

The above examples of the types of barriers and the guidelines on situations in which they could be used shall not relieve the Contractor of his obligations and responsibilities.

8 Contractor's Site Check List

A sample Contractor's Site Check List is included in Annex 3 to this Specification. This is included to assist contractors should they wish to introduce such a system as part of their site management procedures. The list is not exhaustive and further items will need to be added by the Contractor. The list is issued for guidance only, and does not, in any way, revise or limit the requirements covered elsewhere in these Specifications.

9 Miscellaneous

9.1 General

The Contractor is referred to the drawings as to the general character of the works and he shall allow in his rates for any reason of the work being in detached positions, in small quantities, difficulty of access or for any other cause. He should also make due allowance for specialist installations taking place during the currency of this contract.

This section of the specification refers to miscellaneous items. Clauses elsewhere in the specification shall be followed where relevant.

9.2 Bondies Ties

Bonding ties shall be 75mm wide x 250mm long Galvanised bitumen - coated expanded metal strip, cast 100mm into concrete surface in contact with block work. The bonding tie used shall be approved by the Engineer.

9.3 Precast Lintels

All precast items shall be marked with the date of casting and shall not be built until they have matured for 28 days. Ends of bar reinforcement shall be hooked. The cover for reinforcement shall be 25mm from internal faces and 38mm from external exposed faces. The top of lintels shall be numbered for identification.

Lintels shall have timber or pre-formed inserts cast in for fixing metal windows where required and shall have fair face finish on all surfaces exposed to view and hacked surfaces where plastered.

9.4 Blockwork

Building blocks shall be dense concrete blocks complying with the requirements of SRN 804 with faces for plastering and having a compressive strength of 14 N/sq.mm

Blocks shall be obtained from an approved manufacturer and shall be equal to sample blocks previously approved by the Engineer.

Blocks shall be carefully handled and stored on site and protected from the weather at all times.

Surfaces on which blockwork is to be built shall be kept clean. Blocks shall be well wetted before being laid and the tops of walls where blockwork has been left shall be well wetted before recommencing. Blockwork shall be built plumb, true to line and level, with all perpendiculars vertical and in line. Block shall be built in half bond and alternate -courses shall be block bonded at all junctions, no cut block shall be less than half block. Joints in concrete blockwork shall be well filled with gauged mortar and shall not exceed 10mm in width.

9.5 Damp - Proof Course (Dpc)

Hessian based metal cored bitumen for- damp-proof course shall be lead cored, complying with SRN 803 weighing not less than 4. 4kg per square metre. Damp - proof course shall be bedded horizontally in mortar as for blockwork with 115mm laps in length and full laps at angles.

9.6 Hardwood

Hardwood for joinery shall be sound, well-conditioned and seasoned hardwood complying with the requirements of SRN 816. A sample of each representative section for use in the work shall be previously submitted by the contractor for approval by the Engineer. Moisture content shall be 12 (+ or- 2%)

9.7 Plywood

Plywood generally shall comply with SRN 811. That from sources not included in SRN 811 shall be of corresponding grades of veneers and types of bonding. Plywood for flush doors shall be Grade 1- hardwood veneered.

9.8 Doors

Internal doors shall be hardwood framed solid cored flush doors constructed in accordance with SRN 817, faced both sides with 3mm thick hardwood veneered plywood and lipped all round with matching hardwood lipping. Moisture content at delivery shall be 12% (+ or - 2%).

9.9 Frames and Linings

Door frames and linings shall be class 1 hardwood mortise and tendon jointed at angles. Sub-frames for internal doors shall be Class 1 hardwood tongued at angles.

9.10 Architraves and Stops

Architraves and stops shall be Class 1 hardwood matching to the frames and linings.

9.11 Ironmongery

All ironmongery shall be obtained from a source approved by the Engineer. Samples shall be submitted before ordering and the articles ordered shall match up with the approved samples. Screws of a like metal shall be used for all fittings.

9.12 Joinery

All exposed joiner's work shall have wrought faces. The prices of all joiner's work shall include for slightly rounded arises.

Where the term framing or framed is made use of it shall be understood to mean all halvings, dovetails, tendons and hardwood pins and the best known means of putting the work together.

All framed work shall be put together loosely and stacked under cover where a free current of air can circulate and is not to be wedged and glued until it is required for fixing.

All joinery, when brought on the works, shall be stacked under cover. The Engineer or his representative, shall have full right of access to the joinery works and power to condemn any work not approved and any approval expressed or implied is not to relieve the contractor from his responsibility and liability to make good any shrinkage or other defects that may appear after the work is fixed.

All joinery to be painted shall be knotted and primed.

The Contractor shall provide all materials, labour, framing, fixing, etc., nails, screws and everything necessary for the proper execution and completion of the work.

9.13 Fixing Joinery

Doors shall be hung on one or one and a half pairs of butt hinges to give a maximum even tolerance of 2mm all round.

Sub-frames shall be fixed to blockwork with three fixing clamps per side and one dowel let 50mm into floor and d50mm into foot of each leg. Linings shall be fixed after completion of other finishing by means of screwing and pelling to sub-frames with matching hardwood pellites.

Architraves and stops shall be pinned on, heads punched and filled with tinted filler.

9.14 Fixing Ironmongery

The rates for supplying and fixing ironmongery shall include for all sinking, boring, mortising etc., making good, replacing damaged screws, oiling, adjusting and leaving in good working order and for mastering all keys.

9.15 Bolts and Nuts

Bolts and nuts shall comply with the relevant requirements for the Standards as set out below:

Black Hexagon Bolts, Screws and Nuts	SRN 914
Metal Washers for General Purpose	SRN 925
Black Cup and countersunk Head Bolts and Screws with nuts	SRN 932

The items shall preferably have coarse metric threads but items with B.S.W. or approved equivalent threads may be used. Bolt lengths shall be sufficient to ensure that nuts are full threaded when tightened in their final position.

9.16 Structural Steelwork

The whole of the structural steelwork and testing shall comply with the relevant clauses of SRN 863. The Contractor shall include for the preparation of all shop details from the drawings supplied by the Engineer. All such details shall be approved in writing by the Engineer before the work is put in hand. Every drawing shall show the number and sizes of all rivets and bolts, complete details of welds, type of electrodes, welding procedure, whether the welds are to be made in the shop or elsewhere and any other relevant information. The Contractor shall be responsible for the accuracy of his shop details and for shop fittings and site connections.

The Contractor shall take the dimensions from the structure and he shall verify all dimensions given on the drawings before the work is put in hand.

Any damage to materials on the site due to inadequate precautions being taken during the erection of the steelwork shall be made good to the satisfaction of the Engineer at the Contractor's expense.

The fabrication and erection of the steelwork shall be carried out in accordance with SRN 863.

9.17 Galvanized work

Iron and steel, where galvanized, shall comply with SRN 903, entirely coated with zinc after fabrication by complete immersion in a zinc bath in one operation and all excess carefully removed. The finished surface shall be clean and uniform.

10 Roads and Footpaths.

10.1 Rolling of Surface Materials

The type and weight of the roller to be employed on each courses of surfacing shall be approved beforehand by the Engineer. Notwithstanding, the Engineer may call for a certified weigh bridge ticket in respect of any roller at any time.

Roller wheels shall always be clean and even. An adequate water tank shall be provided together with a fully operating roller sprinkler system. The roller shall be operated by a man fully trained and experienced in rolling technique.

If the total of surfacing to be compacted exceeds 3,330 sq.m. per day, the contractor shall provide a second roller. In confined areas where normal rolling is not possible, mechanical tamping will be permitted. The tampers must be employed systematically to give a smooth "as - rolled" finish. No traffic will be permitted to use a new carriageway at any stage of construction without the written permission of the Engineer.

Notwithstanding any conditions which the Engineer may stipulate at the time of giving his permission of the Engineer. Notwithstanding any condition the Engineer may stipulate at the time of giving his permission, the Contractor will be solely responsible for maintaining the new carriageway, keeping the surface clean and for making good at his own expense any damage or wear so caused.

10.2 Laying Kerbs, Channels and Edging Blocks

Kerbs, channels and edging blocks shall be bedded true to line and level in cement mortar in a concrete foundation class 15. They shall be haunched with concrete class 15/20. The foundation and haunch shall be laid before the approved sub-base is laid to the dimensions shown on the drawings.

10.3 Preparation of Footpath Formation.

After the excavated of filling has been completed as specified the footpath formation shall be regulated to an even and uniform surface, and compacted with a roller weighing not less than 2.5 tonnes. If any soft places develop in the formation during compaction they shall be excavated and backfilled with approved granular material, levelled and re-compacted.

10.4 Precast Concrete Paving

Precast concrete paving slabs shall be to SRN 859 and shall be jointed with 1:3 lime mortar. They shall be laid at a level not exceeding 4mm above the top of the kerb or concrete edging. The joints shall be thoroughly cleaned out and grouted with cement mortar well brushed in and flushed off. No cracked or broken slabs shall be used.

10.5 Chasing

Chasing in load - bearing walling for pipes, etc. is to be kept to a minimum size of cut and positions and runs of chases are to be approved by the Engineer before any cutting is commenced.

10.6 Damp - Proof Courses (Dpc)

Damp - proof courses shall be 1000 gauge polythene free from tears and holes and be laid with 150mm minimum laps on and including a levelling screed of cement mortar.

10.7 Hacking Etc.

The prices for all paving and plastering, etc., shall include for hacking concrete surfaces and for raking out joints of walls 12mm deep and for cross scoring undercoats to form a proper key. Plastering on walls generally shall be taken to include flush faces of lintels, beams, etc., in same.

10.6 Surfaces

All surfaces to be paved or plastered must be brushed clean and well wetted before each coat is applied. All cement paving and plaster shall be kept continually damp in the interval between application of coats and for seven days after the application of the final coat.

10.7 Prices for Paving

Prices for paving are to include for adequate covering and protection during the progress of the works to ensure that the floors are handled over in perfect condition on completion.

10.8 Polished Terrazzo

Polished terrazzo shall be laid by an approved sub-Contractor and shall consist of a screed or backing coat and a finishing coat of "snowcrete" and marble chippings (1:2) mixed with "cemantone No. 1" colouring compound in accordance with the manufacturer's instructions in the proportions of 1 kg. Compound to 10kg Cement. Overall thickness is to be as specified.

The finishing coat shall be a minimum of 12mm thick for paving trowelled to a smooth and even finish and well embedded and polished with carborundum.

SECTION VII - DRAWINGS

Note: A list of drawings should be inserted here. The actual drawings including Site plans should be annexed in a separate booklet.

The actual Contract Drawings and layouts are as follows:

01-INTAKE DETAILS- MILIMANI	
SRC/W/01-00	Weir and Intake site layout.
SRC/W/01-01	Intake plan and sections.
SRC/W/01-02	Weir layout.
SRC/W/01-03	Weir improvement section details.
02-RAW WATER PIPELINE	
SRC/W/ 02-01	Raw water pipeline details (0+000 -0+480 km)
SRC/W/ 02-02	Raw water pipeline details (0+500 -0+980 km)
SRC/W/ 02-03	Raw water pipeline details (1+000 -1+480 km)
SRC/W/ 02-04	Raw water pipeline details (1+500 -1+980 km)
SRC/W/ 02-05	Raw water pipeline details (2+000 -2+480 km)
SRC/W/ 02-06	Raw water pipeline details (2+500 -2+980 km)
SRC/W/ 02-07	Raw water pipeline details (3+000 -3+480 km)
SRC/W/ 02-08	Raw water pipeline details (3+500 -3+980 km)
03-GENERAL DRAWINGS	
SRC/W/06-01	Air and Washout valves
SRC/W/06-02	Air and Washout valves
SRC/W/06-03	Typical anchor and thrust block details
SRC/W/06-04	Typical indicator and marker post details
SRC/W/06-05	Road crossing
SRC/W/06-06	Typical road section
SRC/W/06-07	Manhole details

SUPPLEMENTARY INFORMATION

The drawings and Excel format of the detailed Bills of Quantities are provided together in a zipped folder with this document.

Environmental and Social Requirements

The Employer should include a suitably qualified Environmental and Social specialist/s.

The Employer should attach or refer to the Employer’s environmental and social, policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.]

SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY (STATEMENT)

The Works’ policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence, Sexual Exploitation and Abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Employer is advised to consult with the World Bank to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term “child” / “children” means any person(s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with Sub-Clause 30.3 of the General Conditions of Contract.

As a minimum, the policy is set out to the commitments to:

- 1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- 2. provide and maintain a healthy and safe work environment and safe systems of work;*
- 3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
- 4. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for gender-based violence, inhumane treatment, sexual exploitation, rape, sexual abuse, sexual activity with children, and sexual harassment;*
- 5. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
- 6. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
- 7. engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*

8. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
9. *minimize the risk of communicable diseases and to mitigate the effects of communicable diseases associated with the execution of the Works;*

The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.

MINIMUM CONTENT OF ES REQUIREMENTS

In preparing detailed specifications for ES requirements, the specialists should refer to and consider:

- *project reports e.g. ESIA/ESMP*
- *consent/permit conditions*
- *required standards including World Bank Group EHS Guidelines*
- *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
- *relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment*
- *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA.*
- *SEA prevention and management.*

The detail specifications for ES should, to the extent possible, describe the intended outcome rather than the method of working. The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract.

PAYMENT FOR ES REQUIREMENTS

The Employer's ES and procurement specialists should consider how the Contractor will cost the delivery of the ES requirements. In the majority of cases, the payment for the delivery of ES requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally the cost of implementing workplace safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Bidder's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, and, GBV/SEA awareness and sensitization awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the Contract.

Key Personnel

[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.]

Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's Representative		
2	<i>[Environmental]</i>	<i>[e.g. degree in relevant environmental subject]</i>	<i>[e.g. [years] working on road contracts in similar work environments]</i>
3	<i>[Health and Safety]</i>		
4	<i>[Social]</i>		
5	Sexual Exploitation, Abuse and Harassment <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert(s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>		<i>[e.g. 5 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment]</i>
6	<i>modify as appropriate</i>		

Drawings - Attached as a separate document named Schedule 2 (MEWASSCO Book of Project Drawings)

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

Section VIII. General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) 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.

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General Conditions of Contract

A. General

1. Definitions

Boldface 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 Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 23.
- (d) “**Bank**” means the financing institution **named in the PCC**.
- (e) “**Bill of Quantities**” means the priced and completed Bill of Quantities forming part of the Bid.
- (f) “**Compensation Events**” are those defined in GCC Clause 44 hereunder.
- (g) The “**Completion Date**” is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.1.
- (h) The “**Contract**” is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The “**Contractor**” is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The “**Contractor’s Bid**” is the completed bidding document submitted by the Contractor to the Employer.
- (k) The “**Contract Price**” is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) “**Days**” are calendar days; months are calendar months.
- (m) “**Dayworks**” 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.
- (n) A **“Defect”** is any part of the Works not completed in accordance with the Contract.
 - (o) The **“Defects Liability Certificate”** is the certificate issued by Project Manager upon correction of defects by the Contractor.
 - (p) The **“Defects Liability Period”** is the period **named in the PCC** pursuant to GCC Sub-Clause 36.1 and calculated from the Completion Date.
 - (q) **“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 Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
 - (r) The **“Employer”** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
 - (s) **“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
 - (t) **“In writing”** or **“written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
 - (u) The **“Initial Contract Price”** is the Contract Price listed in the Employer’s Letter of Acceptance.
 - (v) 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 PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
 - (w) **“Materials”** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
 - (x) **“Plant”** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
 - (y) The **“Project Manager”** is the person **named in the PCC** (or any other competent person appointed by the

- Employer 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.
- (z) **“PCC”** means Particular Conditions of Contract.
 - (aa) The **“Site”** is the area **defined as such in the PCC**.
 - (ab) **“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.
 - (ac) **“Specifications”** means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
 - (ad) The **“Start Date”** is **given in the PCC**. 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.
 - (ae) 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.
 - (af) **“Temporary Works”** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
 - (ag) A **“Variation”** is an instruction given by the Project Manager which varies the Works.
 - (ah) The **“Works”** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.
 - (ai) **“Contractor’s Personnel”** refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.
 - (aj) **“Key Personnel”** means the positions (if any) of the Contractor’s personnel that are stated in the Specifications.
 - (ak) **“ES”** means Environmental and Social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH);
 - (al) **“Sexual Exploitation and Abuse” “(SEA)”** means the

following:

“Sexual Exploitation” is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

“Sexual Abuse” is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

- (am) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel; and
- (an) **“Employer’s Personnel”** refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer or the Project Manager to the Contractor.

- 2. Interpretation**
- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
 - 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
 - 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor’s Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract, including Appendices,

- (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities,²⁹ and
 - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
 - 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
 - 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
 - (a) as a matter of law or official regulations, the Borrower's country 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, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager's Decisions**
 - 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
 - 5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
 - 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting**
 - 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in GCC Sub-Clause 26.1 of the General Conditions of Contract.
 - 7.2 Submission by the Contractor for approval of the Project

²⁹ In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

Manager, addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix C- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.

8. Other Contractors

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

9. Personnel and Equipment

- 9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
 - (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
 - (f) has been recruited from the Employer's Personnel;
 - (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include

removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

9.3 Labor

- 9.3.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Employer's country.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.3.6, of the Contractor's Personnel, and for all payments in connection therewith.

- 9.3.2 *Conditions of Labor.* The Contractor shall pay rates of wages, and observe conditions of labor, which comply with all applicable laws. The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Employer's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.
- 9.3.3 The Contractor may bring into the Employer's country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
- 9.3.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from

the Contractor.

- 9.3.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.
- 9.3.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specifications, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.
- 9.3.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specification.
- 9.3.8 *Supply of Foodstuffs.* The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specifications at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
- 9.3.9 *Supply of Water.* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- 9.3.10 *Measures against Insect and Pest Nuisance.* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 9.3.11 *Alcoholic Liquor or Drugs.* The Contractor shall not, otherwise than in accordance with the laws of the Employer's country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 9.3.12 *Arms and Ammunition.* The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 9.3.13 *Funeral Arrangements.* The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while

engaged upon the Works.

- 9.3.14 *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

- 9.3.15 *Child Labor.* The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or
- (d) transport of heavy loads;

- (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

9.3.16 *Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the project Manager.

9.3.17 *Workers' Organizations.* In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

9.3.18 *Non-Discrimination and Equal Opportunity.* The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past

discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.3.15).

- 9.3.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.3.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

- 9.3.20 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training.

As stated in the Specifications or as instructed by the Project Manager, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

The Contractor shall provide training on SEA, including its

prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer'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 Employer 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 Employer or in the Employer'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 an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) 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 Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer 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 PCC** 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 Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer 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 PCC**, 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.

16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for

Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.

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. Health, Safety and Protection of the Environment

- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:
 - (a) comply with all applicable health and safety regulations and Laws;
 - (b) comply with all applicable health and safety obligations specified in the Contract;
 - (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
 - (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
 - (e) provide fencing, lighting, safe access, guarding and watching of:
 - (i) the Works until the Works are taken over by the Employer; and

- (ii) any part of the Works where the Contractor is executing outstanding works or remedying any defects during the Defects Liability Period; and
- (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

18.3 Protection of the environment

The Contractor shall take all necessary measures to:

- (a) protect the environment (both on and off the Site); and
- (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager

19. Archaeological and Geological Findings

19.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
- (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
- (c) implement any other action consistent with the requirements of the Specifications and relevant laws.

The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing

with them..

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| 20. Possession of the Site | 20.1 The Employer 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 PCC , the Employer 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 | <p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants 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.</p> <p>22.3 Inspections & Audit by the Bank</p> <p>Pursuant to paragraph 1.16 (e) of Appendix A to the GCC-Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p> |
| 23. Appointment of the Adjudicator | 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the PCC , to appoint the Adjudicator within 14 days of |

receipt of such request.

- 23.2 Should the Adjudicator resign or die, or should the Employer 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 Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

25. Fraud and Corruption

- 25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.
- 25.2 The Employer 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.

26. Code of

- 26.1 The Contractor shall have a Code of Conduct for the

Conduct**Contractor's Personnel.**

The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

27. Security of the Site

27.1 The Contractor shall be responsible for the security of the Site, and:

- (a) for keeping unauthorized persons off the Site;
- (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor.

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature

and extent of the threat.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification.

B. Time Control

28. Program

- 28.1 Within the time **stated in the PCC**, 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. 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.
- 28.2 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.
- 28.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** 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 lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 28.4 Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B
- 28.5 In addition to the progress report, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing

fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause.

29. Extension of the Intended Completion Date

- 29.1 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.
- 29.2 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.

30. Acceleration

- 30.1 When the Employer 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 Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 30.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

- 31. Delays Ordered by the Project Manager**
- 31.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 32. Management Meetings**
- 32.1 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.
- 32.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. 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.
- 33. Early Warning**
- 33.1 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.
- 33.2 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

- 34. Identifying Defects**
- 34.1 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.
- 35. Tests**
- 35.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications 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.

- 36. Correction of Defects**
- 36.1 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 PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 36.2 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.
- 37. Uncorrected Defects**
- 37.1 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

- 38. Contract Price³⁰**
- 38.1 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.
- 39. Changes in the Contract Price³¹**
- 39.1 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 Employer.
- 39.2 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.

³⁰ In lump-sum contracts, replace GCC Sub-Clauses 38.1 as follows:

38.1 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.

³¹ In lump-sum contracts, replace entire GCC Clause 39 with new GCC Sub-Clause 39.1, as follows:

39.1 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.

- 40. Variations**
- 40.1 All Variations shall be included in updated Programs³² produced by the Contractor.
- 40.2 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 Contractor shall also provide information of any ES risks and impacts of the Variation. 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.
- 40.3 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.
- 40.4 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.
- 40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 40.6 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 GCC 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.³³
- 41. Cash Flow Forecasts**
- 41.1 When the Program,³⁴ 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.
- 42. Payment Certificates**
- 42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the

³² In lump-sum contracts, add "and Activity Schedules" after "Programs."

³³ In lump-sum contracts, delete this paragraph.

³⁴ In lump-sum contracts, add "or Activity Schedule" after "Program."

cumulative amount certified previously.

- 42.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 42.3 The value of work executed shall be determined by the Project Manager.
- 42.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.³⁵
- 42.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 42.6 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.
- 42.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:
- (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
 - (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
 - (c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
 - (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
 - (e) failure to submit ES report/s (as described in Appendix

³⁵ In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

B), or failure to submit such reports in a timely manner;
failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).

43. Payments

- 43.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer 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.
- 43.2 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.
- 43.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 43.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

- 44.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a

subcontract to be let.

- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

44.2 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.

44.3 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.

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

45. Tax

45.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 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 47.

46. Currencies

- 46.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

47. Price Adjustment

- 47.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. 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 to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients³⁶ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

- 47.2 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.

48. Retention

- 48.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.
- 48.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 55.1,

³⁶ The sum of the two coefficients A_c and B_c 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 nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

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.

49. Liquidated Damages

- 49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** 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 PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
- 49.2 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 43.1.

50. Bonus

- 50.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** 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.

51. Advance Payment

- 51.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer 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.
- 51.2 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.
- 51.3 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.

- 52. Securities** 52.1 The Performance Security, and if so **specified in the PCC** an environmental and social (ES) performance security, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, 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 days 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 Certificate of Completion in the case of a Performance Bond.
- 53. Dayworks** 53.1 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.
- 53.2 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.
- 53.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 54. Cost of Repairs** 54.1 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

- 55. Completion** 55.1 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.
- 56. Taking Over** 56.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

- 57. Final Account** 57.1 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.
- 58. Operating and Maintenance Manuals** 58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 58.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 58.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.
- 59. Termination** 59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 59.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 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 28 days;
 - (c) the Employer 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 Employer 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 PCC**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 1.16 of Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

59.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.4 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.

59.5 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 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

60. Payment upon Termination

60.1 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 PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

60.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, 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.

- 61. Property** 61.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- 62. Release from Performance** 62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer 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.
- 63. Suspension of Bank Loan or Credit** 63.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
 - (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice

APPENDIX A

TO GENERAL CONDITIONS Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.³⁷ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, 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;³⁸
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;³⁹
 - (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;⁴⁰
 - (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;⁴¹

³⁷ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

³⁸ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³⁹ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴⁰ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁴¹ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or 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;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,⁴² including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁴³ sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their

⁴² A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

⁴³ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

APPENDIX B

Environmental and Social (ES)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment]

Metrics for regular reporting:

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
 - i. *work permits: number required, number received, actions taken for those not received;*
 - ii. *status of permits and consents:*
 - *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
 - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
 - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
 - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*
- e. *health and safety supervision:*
 - i. *safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;*
 - ii. *number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations*

observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

f. worker accommodations:

- i. number of expats housed in accommodations, number of locals;
- ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;

- iii. actions taken to recommend/require improved conditions, or to improve conditions.

g. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);

h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);

i. training:

- i. number of new workers, number receiving induction training, dates of induction training;
- ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
- iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
- iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.

j. environmental and social supervision:

- i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
- ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken),

reports to environmental and/or social specialist/construction/site management;
and

- iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances*: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed).
 - i. Worker grievances;
 - ii. Community grievances
- l. *Traffic, road safety and vehicles/equipment*:
 - i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done)*:
 - i. dust: number of working bowsters, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
 - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;

- iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - v. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - vii. details of tree plantings and other mitigations required undertaken in the reporting period;
 - viii. details of water and swamp protection mitigations required undertaken in the reporting period.
- n. compliance:*
- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

APPENDIX C
Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance
Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*
Date: *[insert day, month, year]*
Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p style="text-align: center;"><i>[If (d) or (e) above are applicable, provide the following information:]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (as per (d) above)</p> <p style="margin-left: 40px;">Name of Employer: _____</p> <p style="margin-left: 40px;">Name of Project: _____</p> <p style="margin-left: 40px;">Contract description: _____</p>

Brief summary of evidence provided: _____ _____
Contact Information: (Tel, email, name of contact person): _____ _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (as per (e) above) <i>[attach details as appropriate]</i> . _____ _____ _____

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____,

Section IX. Particular Conditions of Contract

Except where otherwise specified, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

A. General	
GCC 1.1 (d)	The financing institution is:
GCC 1.1 (r)	The Employer is <i>[insert name, address, and name of authorized representative]</i> .
GCC 1.1 (v)	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 (y)	The Project Manager is <i>[insert name, address, and name of authorized representative]</i> .
GCC 1.1 (aa)	The Site is located at <i>[insert address of Site]</i> and is defined in drawings No. <i>[insert numbers]</i>
GCC 1.1 (dd)	The Start Date shall be <i>[insert date]</i> .
GCC 1.1 (hh)	The Works consist of <i>[insert brief summary, including relationship to other contracts under the Project]</i> .
GCC 2.2	Sectional Completions are: <i>[insert nature and dates, if appropriate]</i>
GCC 2.3(i)	The following documents also form part of the Contract: <i>[List any other relevant document not listed in the Contract Agreement]</i>
GCC 3.1	The language of the contract is <i>[insert name of the language. The language shall be that of the bid]</i> . The law that applies to the Contract is the law of <i>[insert name of Country]</i> .
GCC 5.1	The Project manager <i>[may or may not]</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>[insert Schedule of Other Contractors, if appropriate]</i>

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 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: <i>[insert name of Authority]</i> .
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[insert hourly fees and reimbursable expenses]</i> .
GCC 24.4	<p><i>[For smaller contracts, the institution is usually from the Employer's country. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution]</i></p> <p>Institution whose arbitration procedures shall be used:</p> <p><i>[For larger contracts with international contractors, it is recommended to select one institution among those listed below; insert the corresponding wording]</i></p> <p><i>“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</i></p> <p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”</p> <p>or</p> <p><i>“Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):</i></p> <p>All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance</p>

	<p>with said Rules.”</p> <p>or</p> <p>“Rules of Arbitration Institute of the Stockholm Chamber of Commerce:</p> <p>Any dispute, controversy, or claim arising out of or in connection with this Contract, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.”</p> <p>or</p> <p>“Rules of the London court of International Arbitration:</p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference to this clause.”</p> <p>The place of arbitration shall be: <i>[Insert city and country]</i></p>
B. Time Control	
GCC 28.1	(a) The Contractor shall submit for approval a Program for the Works within <i>[number]</i> days from the date of the Letter of Acceptance.
GCC 28.3	<p>The period between Program updates is <i>[insert number]</i> days.</p> <p>The amount to be withheld for late submission of an updated Program is <i>[insert amount]</i>.</p> <p>The period for submission of progress reports is <i>[insert number]</i> days.</p>
C. Quality Control	
GCC 36.1	<p>The Defects Liability Period is: <i>[insert number]</i> days.</p> <p><i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i></p>
D. Cost Control	
GCC 46.1	The currency of the Employer’s country is: <i>[insert name of currency of the Employer’s country]</i> .
GCC 47.1	<p>The Contract <i>[insert “is” or “is not”]</i> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients <i>[specify “does” or “does not”]</i> apply.</p> <p><i>[Price adjustment is mandatory for contracts which provide for time of</i></p>

	<p><i>completion exceeding 18 months]</i></p> <p>The coefficients for adjustment of prices are:</p> <p>(a) For currency <i>[insert name of currency]</i>:</p> <p>(i) <i>[insert percentage]</i> percent nonadjustable element (coefficient A).</p> <p>(ii) <i>[insert percentage]</i> percent adjustable element (coefficient B).</p> <p>(b) For currency <i>[insert name of currency]</i>:</p> <p>(i) <i>[insert percentage]</i> percent non adjustable element (coefficient A).</p> <p>(ii) <i>[insert percentage]</i> percent adjustable element (coefficient B).</p> <p>The Index I for local currency shall be <i>[insert index]</i>.</p> <p>The Index I for the specified international currency shall be <i>[insert index]</i>.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer]</i></p> <p>The Index I for currencies other than the local currency and the specified international currency shall be <i>[insert index]</i>.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.]</i></p>
GCC 48.1	<p>The proportion of payments retained is: <i>[insert percentage]</i></p> <p><i>[The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]</i></p>
GCC 49.1	<p>The liquidated damages for the whole of the Works are <i>[insert percentage of the final Contract Price]</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price.</p> <p><i>[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here]</i></p>
GCC 50.1	<p>The Bonus for the whole of the Works is <i>[insert percentage of final Contract Price]</i> per day. The maximum amount of Bonus for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price.</p> <p><i>[If early completion would provide benefits to the Employer, this clause should remain; otherwise delete. The Bonus is usually numerically equal to</i></p>

	<i>the liquidated damages.]</i>
GCC 51.1	The Advance Payments shall be: <i>[insert amount(s)]</i> and shall be paid to the Contractor no later than <i>[insert date(s)]</i> .
GCC 52.1	<p>The Performance Security will be in the form of a ____ <i>[insert either one of “demand guarantee” or “performance bond”]</i> in the amount(s) of <i>[insert % figures]</i> percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p><i>[An amount of 5 to 10 percent of the Accepted Contract Amount is commonly specified for a bank “demand guarantee”. A “performance bond” is an undertaking by a bonding or insurance company (surety) to complete the construction in the event of default by the Contractor, or to pay the amount of the Bond to the Employer. An amount of 30 percent of the Accepted Contract Amount is commonly specified for this type of security (see Section X, Contract Forms).]</i></p> <p><i>[Delete the following provision if ES Performance Security is not required.]</i></p> <p>The ES Performance Security will be in the form of a “demand guarantee” in the amount(s) of <i>[insert % figure(s) normally 1% to 3%]</i> of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p><i>[The sum of the total “demand guarantees” (Performance Security and ES Performance Security) shall normally not exceed 10% of the Accepted Contract Amount.]</i></p>
E. Finishing the Contract	
GCC 58.1	<p>The date by which operating and maintenance manuals are required is <i>[insert date]</i>.</p> <p>The date by which “as built” drawings are required is <i>[insert date]</i>.</p>
GCC 58.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 58.1 is <i>[insert amount in local currency]</i> .
GCC 59.2 (g)	The maximum number of days is: <i>[insert number; consistent with GCC Sub-Clause 49.1 on liquidated damages]</i> .
GCC 60.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>[insert percentage]</i> .

Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

To: *[name and address of the Contractor]*

Subject: *[Notification of Award Contract No]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the contract and identification number, as given in the PCC]* for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security and an Environmental and Social, Performance Security *[Delete ES Performance Security if it is not required under the contract]* within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form and the ES Performance Security Form, *[Delete reference to the ES Performance Security Form if it is not required under the contract]* included in Section X - Contract Forms, of the bidding document.

[Choose one of the following statements:]

We accept that _____ *[insert the name of Adjudicator proposed by the Bidder]* be appointed as the Adjudicator.

[or]

We do not accept that _____ *[insert the name of the Adjudicator proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to _____ *[insert name of the Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 43.1 and GCC 23.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between **[name of the Employer]**. (hereinafter “the Employer”), of the one part, and **[name of the Contractor]**. (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as **[name of the Contract]**. should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the addenda Nos _____ (if any)
 - (d) the Particular Conditions
 - (e) the General Conditions of Contract, including Appendices;
 - (f) the Specification
 - (g) the Drawings
 - (h) Bill of Quantities;⁴⁴ and
 - (i) any other document listed in the PCC as forming part of the Contract, but not limited to;
 - i. the ES Management Strategies and Implementation Plans; and
 - ii. Code of Conduct for Contractor’s Personnel (ES;
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

⁴⁴ In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

4. The Employer 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 *[name of the borrowing country]*. . . .on the day, month and year specified above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

in the
presence of: _____
Witness, Name, Signature, Address,
Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

Performance Security (Bank Guarantee)**Option 1: (Bank Guarantee)**

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

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

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 Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *_ [insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

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 *[insert amount in figures]* (_____) *[insert amount 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.

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 this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Sub-Clause 55.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer 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. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "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."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

Performance Security (Performance Bond)**Option 2: Performance Bond**

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Contractor”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Employer]* as Oblige (hereinafter called “the Employer”) in the amount of *[insert amount in words and figures]*, 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.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Works]* 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.

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 Employer to be, in default under the Contract, the Employer having performed the Employer’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 Bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer 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 Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

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 _____

Environmental and Social(ES) Performance Security**ES Demand Guarantee**

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *[Insert date of issue]*

ES PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

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 _____ (_____),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 Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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 this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 55.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer 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. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "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."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Employer]*

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]*

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 Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

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 *[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 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.

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

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant 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 *[insert day]* day of *[insert month]*, 2 *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

² *Insert the expected completion date as described in GC Clause 55.1. The Employer should note that in the event of an extension of the expected completion date, the Employer 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. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "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."*

SAMPLE FORMAT:**Invitation for Bids****[COUNTRY]****[NAME OF PROJECT]**

Loan No./Credit No./ Grant No.: _____

Contract Title: _____**Reference No.** (as per Procurement Plan): _____

1. The *[insert name of Borrower/Beneficiary/Recipient]* *[has received/has applied for/intends to apply for]* financing from the World Bank toward the cost of the *[insert name of project or grant]*, and intends to apply part of the proceeds toward payments under the contract ⁴⁵for *[insert title of contract]*⁴⁶.
2. The *[insert name of implementing agency]* now invites sealed bids from eligible bidders for *[insert brief description of Works required, including quantities, location, construction period, margin of preference if applicable, etc.]*⁴⁷.
3. Bidding will be conducted through the International Competitive Bidding procedures as specified in the World Bank's Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers *[insert correct title and date of applicable Guidelines edition as per legal agreement]* ("Procurement Guidelines"), and is open to all eligible bidders as defined in the Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 setting forth the World Bank's policy on conflict of interest.
4. Interested eligible bidders may obtain further information from *[insert name of implementing agency, insert name and e-mail of officer in charge]* and inspect the bidding

⁴⁵ Substitute "contracts" where bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 as follows: "Bidders may bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid."

⁴⁶ Insert if applicable: "This contract will be jointly financed by *[insert name of cofinancing agency]*. Bidding process will be governed by the World Bank's rules and procedures."

⁴⁷ A brief description of the type(s) of Works should be provided, including quantities, location of Project, construction period, application of margin of preference and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation. Bidding Documents may require bidders to have specific experience or capabilities; such qualification requirements should also be included in this paragraph.

documents during office hours *[insert office hours if applicable i.e. 0900 to 1700 hours]* at the address given below *[state address at the end of this invitation]* ⁴⁸.

5. A complete set of bidding documents in *[insert name of language]* may be purchased by interested eligible bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee⁴⁹ of *[insert amount in Borrower's currency or in a convertible currency]*. The method of payment will be *[insert method of payment]*.⁵⁰ The document will be sent by *[insert delivery procedure]*.⁵¹

6. Bids must be delivered to the address below *[state address at the end of this invitation]*⁵² on or before *[insert time and date]*. Electronic bidding will *[will not]* be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below *[state address at the end of this invitation]* on *[insert time and date]*.

7. All bids must be accompanied by a *[insert "Bid Security" or "Bid-Securing Declaration," as appropriate]* of *[insert amount and currency in case of a Bid Security]*.

8. The address(es) referred to above is(are): *[insert detailed address(es)]*

[insert name of office, room number]

Attn: *[insert name of officer & title]*

[insert postal address and/or street address]

[insert postal code, city, country]

Tel: *[include the country and city code]*

Fax: *[include the country and city code]*

E-mail: *[insert electronic address if electronic bidding is permitted]*

Web site:

⁴⁸ The office for inquiry and issuance of bidding documents and that for bid submission may or may not be the same.

⁴⁹ The fee chargeable should only be nominal to defray reproduction and mailing costs. An amount between US\$50 and US\$300 or equivalent is deemed appropriate.

⁵⁰ For example, cashier's check, direct deposit to specified account number, etc.

⁵¹ The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery. If urgency or security dictates, courier services may be required for overseas delivery. With the agreement of the World Bank, documents may be distributed by e-mail.

⁵² Substitute the address for bid submission if it is different from address for inquiry and issuance of bidding documents.