

CHUKA



UNIVERSITY

**PROPOSED MAIN LIBRARY COMPLEX
(PHASE 2)
AT
CHUKA UNIVERSITY
VOLUME FOUR**

**TECHINICAL SPECIFICATIONS
AND
BILLS OF QUANTITIES
FOR**

**GENERAL PLUMBING AND DRAINAGE
INSTALLATION WORKS**

Tender Number: CU / OPNT / 08 / 2021-2022.

POSTAL ADDRESS

Chuka University
P. O. Box 109 - 60400
CHUKA

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November, 2021

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CHUKA UNIVERSITY.

**CONTRACT FOR PROPOSED CHUKA UNIVERSITY LIBRARY BLOCK
ELECTRICAL INSTALLATIONS**

SPECIAL NOTES FOR ALL TENDERERS:

1. These notes shall form part of these specifications and conditions.
2. The tenderer is required to check the number of pages in this document and should any be found to be missing or the figures indistinct, he must inform the Engineers at once and have the same rectified. Should the tenderer be in doubt about the precise meaning of any item, word or figures, or for any reason whatsoever observe any apparent omission of words or figures, he must inform the Engineer in order that the correct meaning may be decided upon before the date for the submission of the tenders.
3. No liability whatsoever will be admitted nor claim allowed in respect of errors in the completed tender due to mistakes in this document which should have been rectified in the manner described above.
4. The tenderer shall not alter or otherwise qualify the text of this specification. Any alteration or qualification made without authority will be ignored and the text of the specification as printed will be adhered to.
5. The tenderer shall be deemed to have made allowances in his unit prices generally to cover items of preliminaries or additions to Prime cost Sums or other items, if those have not been priced against the respective items.
6. The tenderer's price shall include all government taxes including duties, V.A.T. etc. No claims whatsoever will be allowed in respect of duties, VAT e.t.c if the tenderer fails to include them in his unit prices. It is also to be noted that VAT will be included in the unit rates and NOT worked out as a percentage of the total.
7. In no case will any expenses incurred by the tenderer in preparation of this tender be reimbursed.
8. The copyright of this specification is vested in the Engineers and no part thereof may be reproduced without their express permission, given in writing.
9. The specifications must be priced in Kenya Currency i.e. Shillings and Cents.
10. All the tenderers must make a declaration that they have not and will not make any payment to any person which can be perceived as an inducement to enable them to win this tender.

Signed (As in Tender)..... Date/Stamp.....

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

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

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]* **Request for Tender No.:** *[insert identification]* **Name and description of Tender** *[Insert as per ITT]* **Alternative No.:** *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Procuring Entity]*

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum¹ of Kenya Shillings *[[Amount in figures]* _____ Kenya Shillings *[amount in words]* _____

The above amount includes foreign currency² amount (s) of *[state figure or a percentage and currency]* *[figures]* _____ *[words]* _____

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until _____ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. We understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the under signed, further declare that:
 - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
 - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;

¹ This sum should be carried forward from the Summary of the Bills of Quantities.

² The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

- iii) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
- iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; or
- Option 2, in case of multiple lots:
- (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
- (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) Discounts: The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]*/*[We are a state-owned enterprise or institution but meet the requirements of ITT 3.8]*;
- xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

Dated signed _____ day of _____, _____

Notes

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

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

SECTION I - THE CONDITIONS OF CONTRACT AND CONTRACT

SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)

[Name of Procuring Entity] Chuka University

[Name of Contract] Proposed Main Library (Phase 2)

[Architect Name and Address]

General Conditions of Contract

1 GENERAL PROVISIONS

1.1 Definitions

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated below. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

“Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

“Base Date” means a date 30 day prior to the submission of tenders.

“Bill of Quantities” means the priced and completed Bill of Quantities forming part of the tender.

“Completion Date” means the date of completion of the Works as certified by the Engineer.

“Contract Price” means the price defined in the contract and there after as adjusted in accordance with the provisions of the Contract.

“Contract” means the agreement entered into between the Procuring Entity and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works.

“Contractor's Documents” means the calculations, computer programs and other software, progress reports, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

“Contractor's Equipment” means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Procuring Entity's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

“Contractor's Personnel” means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labor and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

“Contractor's Representative” means the person named by the Contractor in the Contractor appointed from time to time by the Contractor who acts on behalf of the Contractor.

“Contractor” means the person(s) named as contractor in the Form of Tender accepted by the Procuring Entity.

“Cost” means expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

“Day” means a calendar day and **“year”** means 365 days.

“Dayworks” means Work inputs subject to payment on a time basis for labour and the associated materials and plant.

“Defect” means any part of the Works not completed in accordance with the Contract.

“Defects Liability Certificate” means the certificate issued by Architect upon correction of defects by the Contractor.

“Defects Liability Period” means the period named in the Special Conditions of Contract and calculated from the Completion Date, within which the contractor is liable for any defects that may develop in the handed over works.

“Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over the days stated in the Special Conditions of Contract.

“Drawings” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract.

“Final Payment Certificate” means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

“Final Statement” means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].

“Force Majeure” is defined in Clause 19 [Force Majeure].

“Foreign Currency” means a currency of another country (not Kenya) in which part (or all) of the Contract Price is payable, but not the Local Currency.

“Goods” means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

“Interim Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

“Laws” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

“Letter of Acceptance” means the letter of formal acceptance of a tender, signed by Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

“Local Currency” means the currency of Kenya.

“Materials” means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

“Notice of Dissatisfaction” means the notice given by either Party to the other under Sub-Clause 20.3 indicating its dissatisfaction and intention to commence arbitration.

“Special Conditions of Contract” means the pages completed by the Procuring Entity entitled Special Conditions of Contract which constitute Part A of the Special Conditions.

“Party” means the Procuring Entity or the Contractor, as the context requires.

“Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment].

“Performance Certificate” means the certificate issued under Sub-Clause 11.9 [Performance Certificate].

“Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

“Permanent Works” means the permanent works to be executed by the Contractor under the Contract.

“Plant” means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction or operation of the Works.

“Procuring Entity's Equipment” means the apparatus, machinery and vehicles (if any) made available by the

Procuring Entity for the use of the Contract or in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Procuring Entity.

“Procuring Entity's Personnel” means the Engineer, the Engineer, the assistants and all other staff, labor and other employees of the Architect and of the Procuring Entity; and any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as Procuring Entity's Personnel.

“Procuring Entity” means the Entity named in the Special Conditions of Contract.

“Engineer” is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract and shall be an “Architect” or a “Quantity Surveyor” registered under the Architects and Quantity Surveyors Act Cap 525 or an “Engineer” registered under Engineers Registration Act Cap 530.

“Engineer” means the person appointed by the Procuring Entity to act as the Architect for the purposes of the Contract and named in the Special Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor

“Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

“Retention Money” means the accumulated retention moneys which the Procuring Entity retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].

“Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Form of Tender, as included in the Contract.

“Section” means a part of the Works specified in the Special Conditions of Contract as a Section (if any)

“Site Investigation Reports” are those reports that may be included in the tendering documents which a ref actual and interpretative about the surface and sub-surface condition sat the Site.

“Site” means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

“Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

“Start Date” or “Commencement Date” is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).

“Statement” means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

“Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works.

“Taking-Over Certificate” means a certificate issued under Clause 10 [Procuring Entity's Taking Over].

“Temporary Works” means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

“Temporary works” means works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“Tender” means the Form of Tender and all other documents which the Contractor submitted with the Form of Tender, as included in the Contract.

“Tests after Completion” means the tests (if any) which are specified in the Contract and which are carried out in

accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Procuring Entity.

“Tests on Completion” means the tests which are specified in the Contractor agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Entity.

“Time for Completion” means the time for completing the Works or a Section (as the case may be) as stated in the Special Conditions of Contract (with any extension calculated from the Commencement Date.

“Unforeseeable” means not reasonably foreseeable by an experienced contractor by the Base Date.

“Variation” means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

“Works” means the items the Procuring Entity requires the Contractor to undertake as defined in the Appendix to Conditions of Contract. **“Works” may** also mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.2 Interpretation

In the Contract, except where the context requires otherwise:

- a) Words indicating one gender include all genders;
- b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

1.3 Communications

1.3.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- a) In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Special Conditions of Contract; and
- b) delivered, sent or transmitted to the address of the recipient's communications as stated in the Special Conditions of Contract. However:
 - i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

1.3.2 Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Architect or the other Party, as the case may be.

1.4 Law and Language

1.4.1 The Contract shall be governed by the laws of **Kenya**.

1.4.2 The ruling language of the Contract shall be **English**.

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Contract Agreement,
- b) The Letter of Acceptance,
- c) The Special Conditions – Part A,
- d) the Special Conditions – Part B
- e) the General Conditions of Contract
- f) the Form of Tender,
- g) the Specifications and Bills of Quantities
- h) the Drawings, and
- i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Architect shall issue any necessary clarification or instruction.

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 14 days after the Contractor receives the Contract Agreement, unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Special Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Procuring Entity.

1.7 Assignment

The Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, the contractor:

- a) May assign the whole or any part with the prior consent of the Procuring Entity, and
- b) may, as security in favor of a bank or financial institution, assign its right to moneys due, or to become due, under the Contract.

1.8 Care and Supply of Documents

- 1.81 The Specifications and Drawings shall be in the custody and care of the Procuring Entity. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawings and Bills of Quantities shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
- 1.82 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Architect two copies of each of the Contractor's Documents.
- 1.83 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Procuring Entity's Personnel shall have the right of access to all these documents at all reasonable times.
- 1.84 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.9 Timely provision of Drawings or Instructions

- 1.91 The Contractor shall give notice to the Architect whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.
- 1.92 If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Architect to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any other associated costs accrued, which shall be included in the Contract Price.

1.93 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

1.94 However, if and to the extent that the Architect failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, or costs accrued.

1.10 Procuring Entity's Use of Contractor's Documents

1.10.1 As agreed between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

1.10.2 The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

- a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

1.10.3 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Procuring Entity for purposes other than those permitted under Sub-Clause 1.10.2.

1.11 Contractor's Use of Procuring Entity's Documents

As agreed between the Parties, the Procuring Entity shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Procuring Entity. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Procuring Entity's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.12 Confidential Details

1.12.1 The Contractor's and the Procuring Entity's Personnel shall ensure confidentiality at all times. The confidentiality shall survive termination or completion of the contract. They shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.

1.12.2 The Contractor's and the Procuring Entity's Personnel shall also treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Special Conditions of Contract:

- a) The Procuring Entity shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specifications as having been (or to be) obtained by the Procuring Entity; and the Procuring Entity shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and

- b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Procuring Entity harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

1.14 Joint and Several Liability

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

- a) These persons shall be deemed to be jointly and severally liable to the Procuring Entity for the performance of the Contract;
- b) these persons shall notify the Procuring Entity of their leader who shall have authority to bind the Contractor and each of these persons; and
- c) the Contractor shall not alter its composition or legal status without the prior consent of the Procuring Entity.

1.15 Inspections and Audit by the Procuring Entity

Pursuant to paragraph 2.2(e). of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Public Procurement Regulatory Authority, Procuring Entity and/or persons appointed or designated by the Government of Kenya to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity if requested by the Procuring Entity. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 15.6 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Procuring Entity's prevailing sanctions procedures).

2 THE PROCURING ENTITY

21 Right of Access to the Site

- 21.1 The Procuring Entity shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the **Special Conditions of Contract**. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Procuring Entity is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Procuring Entity shall do so in the time and manner stated in the Specification. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.
- 21.2 If no such time is stated in the Special Conditions of Contract, the Procuring Entity shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].
- 21.3 If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Procuring Entity to give any such right or possession within such time, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
- 21.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 21.5 However, if and to the extent that the Procuring Entity's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

22 Permits, Licenses or Approvals

22.1 The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

- a) Copies of the Laws of Kenya which are relevant to the Contract but are not readily available, and
- b) any permits, licenses or approvals required by the Laws of Kenya:
 - i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
 - ii) for the delivery of Goods, including clearance through customs, and
 - iii) for the export of Contractor's Equipment when it is removed from the Site.

23 Procuring Entity's Personnel

The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other contractor son the Site:

- a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and
- b) take action ssimilar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

24 Procuring Entity's Financial Arrangements

The Procuring Entity shall make and maintain all necessary financial arrangements which will enable the Procuring Entity to pay the Contract Price punctually (as estimated at that time) in accordance with Clause14 [Contract Price and Payment].

3 THE ENGINEER

3.1 Architect Duties and Authority

3.1.1 The Procuring Entity shall appoint the Architect who shall carry out the duties as signed to him in the Contract. The Architect staff shall include suitably qualified Assistants and other professionals who are competent to carry out these duties. The Architect Name and Address shall be provided in the **Special Conditions of Contract**.

3.1.2 The Architect shall have no authority to amend the Contract.

3.1.3 The Architect May exercise the authority attributable to the Architect as specified in or necessarily to be implied from the Contract. If the Architectis required to obtain the approval of the Procuring Entity before exercising a specified authority, the requirements shall be as stated in the **Special Conditions of Contract**. The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

3.1.4 However, whenever the Architect exercises a specified authority for which the Procuring Entity's approvalis required, then (for the purposes of the Contract) the contractor shall require the Architect toprovideevidence of such approval before complying with the instruction.

3.1.5 Except as otherwise stated in these Conditions:

- a) Whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Architect shallbedeemedtoactfortheProcuring Entity;
- b) the Architect has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
- c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Architect (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
- d) anyact by the Architect in response to a Contractor's request shall be notified in writing to the Contractor within 14 days of receipt.

3.16 The following provisions shall apply:

The Architect shall obtain the specific approval of the Procuring Entity before taking action under the following Sub-Clauses of these Conditions:

- a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
- b) Sub-Clause 13.1: instructing a Variation, except;
 - i) In an emergency situation as determined by the Engineer, or
 - ii) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the **Special Conditions of Contract**.
- c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
- d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable three currencies.

3.17 Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forth with comply, despite the absence of approval of the Procuring Entity, with any such instruction of the Engineer. The Architect shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

32 Delegation by the Engineer

3.21 The Architect may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/ or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Architect shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

3.22 Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

- a) Any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Architect to reject the work, Plant or Materials;
- b) If the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

33 Instructions of the Engineer

3.31 The Architect may issue to the Contractor (at anytime) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under Clause 3.2.1.

3.32 The Contractor shall comply with the instructions given by the Architect or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Architect or a delegated assistant:

- a) Gives an oral instruction,
- b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and

- c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

Then the confirmation shall constitute the written instruction of the Architect or delegated assistant (as the case may be).

34 Replacement of the Engineer

If the Procuring Entity intends to replace the Engineer, the Procuring Entity shall, in not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended person to replace the Engineer.

35 Determinations

35.1 Whenever these Conditions provide that the Architect shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Architect shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Architect shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

3.5.1 The Architect shall give notice to both Parties of each agreement or determination, with supporting particulars, within 30 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4 THE CONTRACTOR

4.1 Contractor's General Obligations

4.1.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Architect instructions, and shall remedy any defects in the Works.

4.1.2 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

4.1.3 All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country.

4.1.4 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.

4.1.5 The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

4.1.6 If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions:

- a) The Contractor shall submit to the Architect the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
- b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Architect to add to the Drawings for co-ordination of each Party's designs;
- c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
- d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Architect the "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

42 Performance Security

- 421 The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the **Special Conditions of Contract** and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity. If an amount is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.
- 422 The Contractor shall deliver the Performance Security to the Procuring Entity within 30 days after receiving the Notification of Award and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Special Conditions, as stipulated by the Procuring Entity in the Special Conditions of Contract, or in another form approved by the Procuring Entity.
- 423 The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.
- 424 The Procuring Entity shall not make a claim under the Performance Security, except for amounts to which the Procuring Entity is entitled under the Contract.
- 425 The Procuring Entity shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Procuring Entity was not entitled to make the claim.
- 426 The Procuring Entity shall return the Performance Security to the Contractor within 14 days after receiving a copy of the Taking-Over Certificate.
- 427 Without limitation to the provisions of the rest of this Sub-Clause, whenever the Architect determines an addition or a reduction to the Contract Price as a result of a change in cost and/ or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Architect request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

43 Contractor's Representative

- 431 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor's Representative's Name and Address shall be provided in the **Special Conditions of Contract**.
- 432 Unless the Contractor's Representative **is named in the Contract**, the Contractor shall, prior to the Commencement Date, submit to the Architect for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of an other suitable person for such appointment.
- 433 The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.
- 434 The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Architect prior consent, and the Architect shall be notified accordingly.
- 435 The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].
- 436 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Architect has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.
- 437 The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4

[Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreter savailable during all working hours in a number deemed sufficient by the Engineer.

44 Sub-contractors

- 441 The Contractor shall not subcontract the whole of the Works. The contractor may however subcontract the works as provided in Clause 34.2.
- 442 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if theyweret heacts or defaults of the Contractor. Unless otherwise stated in the Special Conditions:
- a) The Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
 - b) The prior consent of the Procuring Entity shall be obtained to other proposed Subcontractors;
 - c) the Contractor shall give the Procuring Entity not less than 14 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
 - d) each subcontract shall include provisions which would entitle the Procuring Entity to require the subcontract to be assigned to the Procuring Entity under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity].
- 443 The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.
- 444 Wher epracticable, the Contractor shall give fair and reasonable opportunity for contractors from Kenya to be appointed as Subcontractors.

45 Assignment of Benefit of Subcontract

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Procuring Entity, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Procuring Entity for the work carried out by the Subcontractor after the assignment takes effect.

46 Co-operation

- 461 The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:
- a) The Procuring Entity's Personnel,
 - b) Any other contractors employed by the Procuring Entity, and
 - c) The personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.
- 462 Any such instruction shall constitute a Variation if and to the extent that it cause sthe Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.
- 463 If, under the Contract, the Procuring Entity is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Architect in the time and manner stated in the Specification.

47 Setting Out of the Works

- 471 The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contractor notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.
- 472 The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

- 4.7.3 If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such costs accrued, which shall be included in the Contract Price.
- 4.7.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this.

48 Safety Procedures

The Contractor shall:

- a) Comply with all applicable safety regulations,
- b) Take care for the safety of all persons entitled to be on the Site,
- c) Use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
- d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Procuring Entity's Taking Over], and
- e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

49 Quality Assurance

- 4.9.1 The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Architect shall be entitled to audit any aspect of the system.
- 4.9.2 Details of all procedures and compliance documents shall be submitted to the Architect before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor itself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 Site Data

- 4.10.1 The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come into the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.
- 4.10.2 To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):
- a) The form and nature of the Site, including sub-surface conditions,
 - b) the hydrological and climatic conditions,
 - c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
 - d) the Laws, procedures and labour practices of Kenya, and
 - e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.11 Sufficiency of the Accepted Contract Amount

4.11.1 The Contractor shall be deemed to:

- a) Have satisfied itself as to the correctness and sufficiency of the Accepted Contract Amount, and
- b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

4.11.2 Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.12 Unforeseeable Physical Conditions

4.12.1 In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

4.12.2 If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Architect as soon as practicable.

4.12.3 This notice shall describe the physical conditions, so that they can be inspected by the Architect and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Architect may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

4.12.4 If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost, which shall be included in the Contract Price.

4.12.5 Upon receiving such notice and inspecting and/or investigating these physical conditions, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

4.12.6 However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Architect may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favorable conditions were encountered, the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

4.12.7 The Architect shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.

4.13 Rights of Way and Facilities

Unless otherwise specified in the Contract the Procuring Entity shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site

which he may require for the purposes of the Works.

4.14 Avoidance of Interference

4.14.1 The Contractor shall not interfere unnecessarily or improperly with:

- a) The convenience of the public, or
- b) The access to and use and occupation of all roads and foot paths, irrespective of whether they are public or in the possession of the Procuring Entity or of others.

4.14.2 The Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

4.15.1 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

4.15.2 Except as otherwise stated in these Conditions:

- a) The Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
- b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
- c) the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route;
- d) the Procuring Entity does not guarantee the suitability or a availability of particular access routes; and
- e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.16 Transport of Goods

Unless otherwise stated in the Special Conditions:

- a) the Contractor shall give the Architect not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
- b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- c) the Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.18 Protection of the Environment

4.18.1 The contractor shall comply with the applicable environmental laws, regulations and policies.

4.18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

4.18.3 The Contractors shall ensure that emissions, surfaced is charges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

4.19 Electricity, Water and Gas

- 4.19.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.
- 4.19.2 The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specifications. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.
- 4.19.3 The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

4.20 Procuring Entity's Equipment and Free-Issue Materials

- 4.20.1 The Procuring Entity shall make the Procuring Entity's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:
- a) The Procuring Entity shall be responsible for the Procuring Entity's Equipment, except that
 - b) the Contractor shall be responsible for each item of Procuring Entity's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.
- 4.20.1 The appropriate quantities and the amounts due (at such stated prices) for the use of Procuring Entity's Equipment shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.
- 4.20.2 The Procuring Entity shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Procuring Entity shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them and shall promptly give notice to the Architect of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Procuring Entity shall immediately rectify the notified shortage, defect or default.
- 4.20.3 After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Procuring Entity of liability for any shortage, defect or default not apparent from a visual inspection.

4.21 Progress Reports

- 4.21.1 Unless otherwise stated in the Special Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Architect in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.
- 4.21.2 Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:
- a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
 - b) photographs showing the status of manufacture and of progress on the Site;
 - c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
 - i) commencement of manufacture,
 - ii) Contractor's inspections,
 - iii) tests, and

- iv) shipment and arrival at the Site;
- d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];
- e) copies of quality assurance documents, test results and certificates of Materials;
- f) list of notices given under Sub-Clause 2.5 [Procuring Entity's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims];
- g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- h) comparison so factual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.22 Security of the Site

Unless otherwise stated in the Special Conditions:

- a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and
- b) authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as authorized personnel of the Procuring Entity's other contractors on the Site.

4.23 Contractor's Operations on Site

423.1 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Architect as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

423.2 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

423.3 Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 Fossils

424.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

424.2 The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost, which shall be included in the Contract Price.
After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

5 NOMINATED SUBCONTRACTORS

5.1 Definition of "nominated Subcontractor"

In this Contract, "nominated Subcontractor" means a Subcontractor:

- a) Who is nominated by the Procuring Entity, or
- b) Contractor has nominated as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

52 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Procuring Entity as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Procuring Entity agrees in writing to indemnify the Contractor against and from the consequences of the matter:

- a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
 - i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract;
 - ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and
 - iii) be paid only if and when the Contractor has received from the Procuring Entity payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

53 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Architect certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

54 Evidence of Payments

54.1 Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Architect may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- (a) Submits this reasonable evidence to the Engineer, or
- (b)
 - i) Satisfies the Architect in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
 - ii) Submits to the Architect reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring Entity may (at his sole discretion) pay, directly to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the Procuring Entity.

6 STAFF AND LABOR

6.1 Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within Kenya.

6.2 Rates of Wages and Conditions of Labor

6.2.1 The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Procuring Entity's whose trade or industry is similar

to that of the Contractor.

- 622 The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in Kenya in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of Kenya for the time being in force, and the Contractor shall perform such duties in regard to such deductions there of as may be imposed on him by such Laws.

63 Persons in the Service of Procuring Entity

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Procuring Entity's Personnel.

64 Lab or Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, employment of children, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

65 Working Hours

Nowork shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the **Special Conditions of Contract**, unless:

- a) Otherwise stated in the Contract,
- b) The Architect gives consent, or
- c) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer, provided that work done outside the normal working hours shall be considered and paid for as overtime.

66 Facilities for Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities on site for the Contractor's Personnel. The Contractor shall also provide facilities for the Procuring Entity's Personnel as stated in the Specifications. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

67 Health and Safety

- 67.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with loca lhealth authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
- 67.2 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide what ever is required by this person to exercise this responsibility and authority.
- 67.3 The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Architect may reasonably require.
- 67.4 The Contractor shall conduct an awareness programme on HIV and other sexually transmitted diseases via an approved service provider and shall undertake such other measures taken to reduce the risk of the transfer of these diseases between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

68 Contractor's Superintendence

- 68.1 Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary super intendence to plan, arrange, direct, manage,

inspect and test the work.

- 6.8.2 Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

6.9 Contractor's Personnel

- 6.9.1 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Contractor's Key personnel shall be named in the Special Conditions of Contract. The Architect may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- a) Persists in any misconduct or lack of care,
- b) Carries out duties in competently or negligently,
- c) fails to conform with any provisions of the Contract,
- d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
- e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works.

- 6.9.2 If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

6.10 Records of Contractor's Personnel and Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

6.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

6.12 Foreign Personnel

- 6.12.1 The Contractor shall not employ foreign personnel unless the contractor demonstrates that there are no Kenyans with the required skills.
- 6.12.2 The Contractor shall be responsible for the return of any foreign personnel to the place where they were recruited or to their domicile. In the event of the death in Kenya of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.13 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.

6.14 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.

6.15 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of Kenya, onsite, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel.

6.16 Prohibition of Forced or Compulsory Labour

The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

6.17 Prohibition of Harmful Child Labor

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of Kenya have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

6.18 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

6.19 Workers' Organizations

The Contractor shall comply with the relevant labor laws that recognize workers' rights to form and to join workers' organizations of their choosing without interference.

6.20 Non-Discrimination and Equal Opportunity

The Contractor shall base the labour employment on the principle of equal opportunity and fair treatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline.

7. PLANT, MATERIALS AND WORKMANSHIP

7.1 Manner of Execution

The Contractor shall carry out the manufacture/assemble of plant, the production and manufacture of Materials, and all other execution of the Works:

- a) In the manner (if any) specified in the Contract,
- b) in a proper workman like and careful manner, in accordance with recognized good practice, and
- c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

7.2 Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Architect for consent prior to using the Material in or for the Works:

- a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
- b) additional samples instructed by the Architect as a Variation.

Each sample shall be labeled as to origin and intended use in the Works.

7.3 Inspection

7.3.1 The Procuring Entity's Personnel shall at all reasonable times:

- a) Have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
- b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

- 732 The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.
- 733 The Contractor shall give notice to the Architect whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Architect shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Architect does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and there after reinstate and make good, all at the Contractor's cost.
- 74 Testing**
- 741 This Sub-Clause shall apply to all tests specified in the Contract.
- 742 Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.
- 743 The Architect may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.
- 744 The Architect shall give the Contractor not less than 24 hours' notice of the Architect intention to attend the tests. If the Architect does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Architect presence.
- 745 If the Contractor suffers delay and/ or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
- 746 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 747 The Contractor shall promptly forward to the Architect duly certified reports of the tests. When the specified tests have been completed, the Architect shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Architect has not attended the tests, he shall be deemed to have accepted the readings as accurate.
- 75 Rejection**
- 751 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Architect may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.
- 752 If the Architect requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Procuring Entity to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity.
- 76 Remedial Work**
- 761 Notwithstanding any previous test or certification, the Architect may instruct the Contractor to:
- a) Remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
 - b) remove and re-execute any other work which is not in accordance with the Contract, and
 - c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseen able event or otherwise.

- 762 The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).
- 763 If the Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all costs arising from this failure.
- 764 If the contractor repeatedly delivers defective work, the Procuring Entity may consider termination in accordance with Clause 15.

7.7 Ownership of Plant and Materials

Except as otherwise provided in the Contract, each item of Plant and Materials shall become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances:

- a) When it is incorporated in the Works;
- b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

- a) Natural materials obtained from outside the Site, and
- b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal are as within the Site are specified in the Contract.

8 COMMENCEMENT, DELAYS AND SUSPENSION

8.1 Commencement of Works

- 8.1.1 Except as otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Architect notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:
- a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of Kenya;
 - b) except if otherwise specified in the Special Conditions of Contract, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works.
 - c) Receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.
- 8.1.2 If the said Architect instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by Contractor].

- 8.1.3 The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay.

8.2 Time for Completion

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

- a) Achieving the passing of the Test on Completion, and
- b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

8.3 Programme

- 831 The Contractor shall submit a detailed time programme to the Architect within 14 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:
- a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
 - b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
 - c) the sequence and timing of inspections and tests specified in the Contract, and
 - d) a supporting report which includes:
 - i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
 - ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.
- 832 Unless the Engineer, within 14 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity's Personnel shall be entitled to rely upon the programme when planning their activities.
- 833 The Contractor shall promptly give notice to the Architect of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works.
- 834 If, at anytime, the Architect gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contractor to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Architect in accordance with this Sub-Clause.

8.4 Extension of Time for Completion

- 841 The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:
- a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,
 - b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
 - c) exceptionally adverse climatic conditions,
 - d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
 - e) any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other contractors.
- 842 If the Contractor considers itself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Architect in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Architect shall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 Delays Caused by Authorities

If the following conditions apply, namely:

- a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in Kenya,
- b) These authorities delay or disrupt the Contractor's work, and
- c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 Rate of Progress

- 861 If, at anytime:
- a) Actual progress is too slow to complete within the Time for Completion, and/or
 - b) Progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme], other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Architect may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.
- 862 Unless the Architect notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity, in addition to delay damages (if any) under Sub-Clause 8.7 below.
- 863 Additional costs of revised methods including acceleration measures, instructed by the Architect to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Procuring Entity, without generating, however, any other additional payment benefit to the Contractor.

8.7 Delay Damages

- 871 If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay delay damages to the Procuring Entity for this default. These delay damages shall be the sum stated in the **Special Conditions of Contract**, which shall be paid for everyday which shall elapse between the relevant Time for Completion and the date stated in the taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Special Conditions of Contract.
- 872 These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

8.8 Suspension of Work

- 881 The Architect may at anytime instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
- 882 The Architect may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9 Consequences of Suspension

- 891 If the Contractor suffers delay and/or incurs Cost from complying with the Architect instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) Payment of any such Cost, which shall be included in the Contract Price.
- 892 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 893 The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

8.10 Payment for Plant and Materials in Event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/ or Materials which have not been delivered to Site, if:

- a) The work on Plant or delivery of Plant and/ or Materials has been suspended for more than 30 days, and
- b) the Contractor has marked the Plant and/or Materials as the Procuring Entity's property in accordance with the Architect instructions.

8.11 Prolonged Suspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Architect permission to proceed. If the Architect does not give permission within 30 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Architect shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Architect an instruction to this effect under Clause 13 [Variations and Adjustments].

9 TESTS ON COMPLETION

9.1 Contractor's Obligations

- 9.1.1 The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].
- 9.1.2 The Contractor shall give to the Architect not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Architect shall instruct.
- 9.1.3 In considering the results of the Tests on Completion, the Architect shall make allowances for the effect of any use of the Works by the Procuring Entity on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

9.2 Delayed Tests

- 9.2.1 If the Tests on Completion are being unduly delayed by the Procuring Entity, Sub-Clause 7.4 [Testing] (fifth paragraph) and/ or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.
- 9.2.2 If the Tests on Completion are being unduly delayed by the Contractor, the Architect may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.
- 9.2.3 If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Procuring Entity's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

9.3 Retesting of related works

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Architect or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Pass Tests on Completion

- 9.4.1 If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting],

the Architect shall be entitled to:

- a) Order further repetition of Tests on Completion under Sub-Clause 9.3; or
- b) if the failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Procuring Entity shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 1.4 [Failure to Remedy Defects].

10. PROCURING ENTITY'S TAKING OVER

10.1 Taking Over of the Works and Sections

- 10.1.1 Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.
- 10.1.2 The Contractor may apply by notice to the Architect for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.
- 10.1.3 The Architect shall, within 30 days after receiving the Contractor's application:
 - a) Issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
 - b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.
- 10.1.4 If the Architect fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 30 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

10.2 Taking Over of Parts of the Works

- 10.2.1 The Architect may, at the sole discretion of the Procuring Entity, issue a Taking-Over Certificate for any part of the Permanent Works.
- 10.2.2 The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Architect has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate is issued:
 - a) The part which is used shall be deemed to have been taken over as from the date on which it is used,
 - b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Procuring Entity, and
 - c) if requested by the Contractor, the Architect shall issue a Taking-Over Certificate for this part.
- 10.2.3 After the Architect has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.
- 10.2.4 If the Contractor incurs Cost as a result of the Procuring Entity taking over and/or using a part of the Works, other than such use as is specified in the Contract agreed by the Contractor, the Contractor shall (i) give notice to the Architect and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such accrued costs, which shall be included in the Contract Price. After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this accrued cost.
- 10.2.5 If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages there after for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or

Section (as the case may be) as a whole. The Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages] and shall not affect the maximum amount of these damages.

103 Interference with Tests on Completion

- 103.1 If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.
- 103.2 The Architect shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Architect shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.
- 103.3 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such accrued costs, which shall be included in the Contract Price.
- 103.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

104 Surfaces Requiring Reinstatement

Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11. DEFECTS LIABILITY

11.1 Completion of Outstanding Work and Remedying Defects

- 11.1.1 In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fairwear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable there after, the Contractor shall:
- a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and
 - b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).
- 11.1.2 If a defect appears or damage occurs, the Contractor shall be notified accordingly by the Engineer.

11.2 Cost of Remedying Defects

- 11.2.1 All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:
- a) Any design for which the Contractor is responsible,
 - b) Plant, Materials or workmanship not being in accordance with the Contract, or
 - c) Failure by the Contractor to comply with any other obligation.
- 11.2.2 If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity, and Sub-Clause 13.3 [Variation Procedure] shall apply.

11.3 Extension of Defects Notification Period

- 11.3.1 The Procuring Entity shall be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to an extension

of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

- 11.3.2 If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defect or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.

11.4 Failure to Remedy Defects

- 11.4.1 If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by the Engineer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.
- 11.4.2 If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Procuring Entity may (at his option):
- (a) Carry out the work itself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the defect or damage;
 - (b) Require the Architect to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or
 - (c) if the defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

11.5 Removal of Defective Work

If the defect or damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

11.6 Further Tests

- 11.6.1 If the work of remedying of any defect or damage may affect the performance of the Works, the Architect may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 14 days after the defect or damage is remedied.
- 11.6.2 These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

11.7 Right of Access

Until the Completion Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions.

11.8 Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defect or parts of the works that have already accepted, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Architect in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.

11.9 Completion Certificate

- 11.9.1 Performance of the Contractor's obligations shall not be considered to have been completed until the Architect has issued the Completion Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.
- 11.9.2 The Architect shall issue the Completion Certificate within 30 days after the latest of the expiry dates of the Defects Liability Period, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Completion Certificate shall be issued to the Procuring Entity.
- 11.9.3 Only the Completion Certificate shall be deemed to constitute acceptance of the Works.

11.10 Unfulfilled Obligations

After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

11.11 Clearance of Site

- 11.11.1 Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.
- 11.11.2 If all these items have not been removed within 30 days after receipt by the Contractor of the Completion Certificate, the Procuring Entity may sell or otherwise dispose of any remaining items. The Procuring Entity shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.
- 11.11.3 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Procuring Entity's costs, the Contractor shall pay the outstanding balance to the Procuring Entity.

12 MEASUREMENT AND DEVALUATION

12.1 Works to be Measured

- 12.1.1 The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.
- 12.1.2 Whenever the Architect requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:
- a) promptly either attend or send another qualified representative to assist the Architect in making the measurement, and
 - b) supply any particulars requested by the Engineer.
- 12.1.3 If the Contractor fails to attend or send a representative, the measurement made by the Architect shall be accepted as accurate.
- 12.1.4 Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.
- 12.1.5 If the Contractor examines and disagrees the records, and/ or does not sign them as agreed, then the Contractor shall give notice to the Architect of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Architect shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Architect within 14 days after being requested to examine the records, they shall be accepted as accurate.

12.2 Method of Measurement

Except as otherwise stated in the Contract:

- a) Measurement shall be made of the net actual quantity of each item of the Permanent Works, and
- b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable

123 Evaluation

- 123.1 Except as otherwise stated in the Contract, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of work one by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.
- 123.2 For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contractor, if there is no such item, specified for similar work.
- 123.3 Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.
- 123.4 However, for a new item of work, a new rate or price shall be appropriate for such item of work if:
- a) The work is instructed under Clause 13 [Variations and Adjustments],
 - b) no rate or price is specified in the Contract for this item, and
 - c) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.
- 123.5 Each new rate or price shall be derived from any relevant rates or prices in the Contract. If no rates or prices are relevant for the new item of work, it shall be derived from the reasonable Cost of executing such work, prevailing market rates, together with profit, taking account of any other relevant matters.
- 123.6 Until such time as an appropriate rate or price is agreed or determined, the Architect shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.
- 123.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

124 Omissions

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

- a) The Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
- b) The omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Architect accordingly, with supporting particulars. Upon receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13 VARIATIONS AND ADJUSTMENTS

13.1 Right to Vary

- 13.1.1 Variations may be initiated by the Architect at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. No Variation instructed by the Architect under this Clause shall in any way vitiate or invalidate the Contract.
- 13.1.2 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Architect stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Architect shall cancel, confirm or vary the instruction.
- 13.1.3 Each Variation may include:
- a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),

- b) changes to the quality and other characteristics of any item of work,
- c) changes to the levels, positions and/ or dimensions of any part of the Works,
- d) omission of any work unless it is to be carried out by others,
- e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
- f) changes to the sequence or timing of the execution of the Works.

13.14 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Architect instructs after obtaining approval of the Procuring Entity.

13.2 Variation Order Procedure

13.2.1 Prior to any Variation Order under Sub-Clause 13.1.4 the Architect shall notify the Contractor of the nature and form of such variation. As soon as possible after having received such notice, the Contractor shall submit to the Engineer:

- a) A description of work, if any, to be performed and a programme for its execution, and
- b) the Contractor's proposals for any necessary modifications to the Programme according to Sub-Clause 8.3 or to any of the Contractor's obligations under the Contract, and
- c) the Contractor's proposals for adjustment to the Contract Price.

Following the receipt of the Contractor's submission the Architect shall, after due consultation with the Employer and the Contractor, decide as soon as possible whether or not the variation shall be carried out. If the Architect decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Contractor's submission or as modified by agreement.

If the Architect and the Contractor are unable to agree the adjustment of the Contract Price, the provisions of Sub-Clause 13.2.2 shall apply.

13.2.2 Disagreement on Adjustment of the Contract Price

If the Contractor and the Architect are unable to agree on the adjustment of the Contract Price, the adjustment shall be determined in accordance with the rates specified in the Bills of Materials or Schedule of Daywork Prices. If the rates contained in the Bills of Materials or Daywork Prices are not directly applicable to the specific work in question, suitable rates shall be established by the Architect reflecting the level of pricing in the Daywork Prices. Where rates are not contained in the said Prices, the amount shall be such as is in all the circumstances reasonable, reflecting a market price. Due account shall be taken of any over- or under-recovery of overheads by the Contractor in consequence of the variation. The Contractor shall also be entitled to be paid:

- a) The cost of any partial execution of the Work rendered useless by any such variation,
- b) The cost of making necessary alterations to Plant already manufactured or in the course of manufacture or of any work done that has to be altered in consequence of such a variation,
- c) any additional costs incurred by the Contractor by the disruption of the progress of the Works as detailed in the Programme, and
- d) the net effect of the Contractor's financial costs, including interest, caused by the variation.

The Architect shall on this basis determine the rates or prices to enable on-account payment to be included in certificates of payment.

13.2.3 Contractor to Proceed

On receipt of a Variation Order, the Contractor shall forthwith proceed to carry out the variation and be bound to these Conditions in so doing as if such variation was stated in the Contract. The work shall not be delayed pending the granting of an extension of the Time for Completion or an adjustment to the Contract Price under Sub-Clause 13.3.

13.3 Value Engineering

13.3.1 The Contractor may, at any time, submit to the Architect written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Procuring Entity of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Procuring Entity of the completed Works, or (iv) otherwise be of benefit to the Procuring Entity.

- 13.3.2 The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].
- 13.2.3 If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:
- a) The Contractor shall design this part,
 - b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and
 - c) if this change results in a reduction in the contract value of this part, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts:
 - i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.8 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and
 - ii) the reduction (if any) in the value to the Procuring Entity of the varied works, taking account of any improvement in quality, anticipated life or operational efficiencies.
- 13.3.4 However, if the amount established in item 13.2.3 (c) (i) is less than amount established in item 13.2.3 (c) (ii), there shall not be a fee. However, if the if the amount established in item 13.2.3 (c) (i) is more than amount established in item 13.2.3 (c) (ii), it shall result in a price variation to the Procuring Entity.

13.4 Variation Procedure for Value Engineering proposal

- 13.4.1 If the Architect requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:
- a) A description of the proposed work to be performed and a programme for its execution,
 - b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and
 - c) the Contractor's proposal for evaluation of the Variation.
- 13.4.2 The Architect shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Project Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst waiting a response.
- 13.4.3 Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Architect to the Contractor, who shall acknowledge receipt.
- 13.4.4 Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Architect instructs or approves otherwise in accordance with this Clause.

13.5 Payment in Applicable Currencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

13.6 Provisional Sums

- 13.6.1 Each Provisional Sum shall only be used, in whole or in part, in accordance with the Architect instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Architect shall have instructed. For each Provisional Sum, the Architect May instruct:
- a) Work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or
 - b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:
 - i) The actual amounts paid (or due to be paid) by the Contractor, and
 - ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in **the Special Conditions of Contract** shall be applied.

1362 The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

137 Dayworks

- 137.1 For work of a minor or incidental nature, the Architect may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.
- 137.2 Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.
- 137.3 Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Architect accurate statements induplicate which shall include the following details of the resources used in executing the previous day's work:
- a) The names, occupations and time of Contractor's Personnel,
 - b) the identification, type and time of Contractor's Equipment and Temporary Works, and
 - c) the quantities and types of Plant and Materials used.
- 137.4 One copy of each statement will, if correct, or when agreed, be signed by the Architect and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

138 Adjustments for Changes in Legislation

- 138.1 The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Kenya (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.
- 138.2 If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost, which shall be included in the Contract Price.
- 138.3 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 138.4 Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

139 Adjustments for Changes in Cost

- 139.1 In this Sub-Clause, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.
- 139.2 If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labor, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.
- 139.3 The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:

Price Adjustment Formula

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

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

where:

P is the adjustment factor for the portion of the Contract Price payable.

A and **B** are coefficients **specified in the SCC**, representing then on adjustable and adjustable portions, respectively, of the Contract Price payable and

I m is the index prevailing at the end of the month being invoiced and **Ioc** is the index prevailing 30 days before Bid opening for inputs payable.

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

- 1394 The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.
- 1395 In cases where the “currency of index” is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the Central Bank of Kenya, of this relevant currency on the above date for which the index is required to be applicable.
- 1396 Until such time as each current cost index is available, the Architect shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.
- 1397 If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Procuring Entity.
- 1398 The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

14 CONTRACT PRICE AND PAYMENT

14.1 The Contract Price

14.1.1 Unless otherwise stated in the Special Conditions:

- The value of the payment certificate shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;
- the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];
- any quantities which may be set out in the Bill of Materials or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities;

- i) of the Works which the Contractor is required to execute, or
 - ii) for the purposes of Clause 12 [Measurement and Evaluation]; and
- d) the Contractor shall submit to the Engineer, within 30 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Architect may take account of the break down when preparing Payment Certificates but shall not be bound by it.

14.12 Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts there for, imported by the Contractor for the sole purpose of executing the Contract shall not be exempt from the payment of import duties and taxes upon importation.

14.2 Advance Payment

14.21 The Procuring Entity shall make an advance payment, as an interest-free loan for mobilization and cashflow support, when the Contractor submits a guarantee in accordance with this Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the **Special Conditions of Contract**.

14.22 Unless and until the Procuring Entity receives this guarantee, or if the total advance payment is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

14.23 The Architect shall deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Procuring Entity receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institutions elected by the Contractor and shall be in the form annexed to the Special Conditions or in another form approved by the Procuring Entity.

14.24 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

14.25 Unless stated otherwise in the **Special Conditions of Contract**, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Architect in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:

- a) Deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
- b) deductions shall be made at the amortization rate stated in the **Special Conditions of Contract** of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

14.26 If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Procuring Entity], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Procuring Entity], except for Sub-Clause 14.2.7 [Procuring Entity's Entitlement to Termination for Convenience], payable by the Contractor to the Procuring Entity.

14.3 Application for Interim Payment Certificates

14.31 The Contractor shall submit a Statement (in number of copies indicated in the **Special Conditions of Contract**) to the Architect after the end of each month, in a form approved by the Engineer, showing in detail

the amounts to which the Contractor considers itself to be entitled, together with supporting documents which shall include there portion the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].

1432 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

- a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);
- b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
- c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in **the Special Conditions of Contract** to the total of the above amounts, until the amount so retained by the Procuring Entity reaches the limit of Retention Money (if any) stated in **the Special Conditions of Contract**;
- d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];
- e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];
- f) any other additions or deductions which may have become due under the Contractor otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
- g) the deduction of amounts certified in all previous Payment Certificates.

144 Schedule of Payments

1441 If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:

- a) The instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];
- b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and
- c) If these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.

1442 If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

145 Plant and Materials intended for the Works

1451 If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].

1452 If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this Sub-Clause shall not apply.

1453 The Architect shall determine and certify each addition if the following conditions are satisfied:

- a) The Contractor has:
 - i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
 - ii) submitted statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;

and either:

- b) the relevant Plant and Materials:
 - i) are those listed in the Schedules for payment when shipped,
 - ii) have been shipped to Kenya, enroute to the Site, in accordance with the Contract; and
 - iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Architect together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Procuring Entity in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration; or
- c) the relevant Plant and Materials:
 - i) are those listed in the Schedules for payment when delivered to the Site, and
 - ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration and appear to be in accordance with the Contract.

1454 The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Architect determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

1455 The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

146 Issue of Interim Payment Certificates

1461 No amount will be certified or paid until the Procuring Entity has received and approved the Performance Security. Thereafter, the Architect shall, within 30 days after receiving a Statement and supporting documents, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Architect fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Architect on the Statement if any.

1462 However, prior to issuing the Taking-Over Certificate for the Works, the Architect shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated **in the Special Conditions of Contract**. In this event, the Architect shall give notice to the Contractor accordingly.

1463 An Interim Payment Certificate shall not be withheld for any other reason, although:

- a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or
- b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

4.6.4 The Architect may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Architect acceptance, approval, consent or satisfaction.

14.7 Payment

147.1 The Procuring Entity shall pay to the Contractor:

- a) The advance payment shall be paid within 60 days after signing of the contract by both parties or within 60 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later;
- b) The amount certified in each Interim Payment Certificate within 60 days after the Architect Issues Interim Payment Certificate; and
- c) the amount certified in the Final Payment Certificate within 60 days after the Procuring Entity Issues

Interim Payment Certificate; or after determination of any disputed amount shown in the Final Statement in accordance with Sub-Clause 16.2 [Termination by Contractor].

- 14.7.2 Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (forth is currency) specified in the Contract.

14.8 Delayed Payment

- 14.8.1 If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges (simple interest) monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b) of the date on which any Interim Payment Certificate is issued.
- 14.8.2 These financing charges shall be calculated at the annual rate of three percentage points above the mean rate of the Central Bank in Kenya of the currency of payment, or if not available, the inter bank offered rate, and shall be paid in such currency.
- 14.8.3 The Contractor shall be entitled to this payment without formal notice and certification, and without prejudice to any other right or remedy.

14.9 Payment of Retention Money

- 14.9.1 When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.
- 14.9.2 Promptly after the latest of the expiry dates of the Defects Liability Periods, the outstanding balance of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.
- 14.9.3 However, if any work remains to be executed under Clause 11 [Defects Liability], the Architects shall be entitled to withhold certification of the estimated cost of this work until it has been executed.
- 14.9.4 When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].
- 14.9.5 Unless otherwise stated in the Special Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a Retention Money Security guarantee, in the form annexed to the Special Conditions or in another form approved by the Procuring Entity and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money.
- 14.9.6 The Procuring Entity shall return the Retention Money Security guarantee to the Contractor within 14 days after receiving a copy of the Completion Certificate.

14.10 Statement at Completion

- 14.10.1 Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Architect three copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:
- a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
 - b) any further sums which the Contractor considers to be due, and
 - c) an estimate of any other amounts which the Contractor considers will become due to him under the

Contract. Estimated amounts shall be shown separately in this Statement at completion.

14.102 The Architect shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

14.11.1 Within 60 days after receiving the Completion Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

- a) The value of all work done in accordance with the Contract, and
- b) Any further sums which the Contractor considers to be due to him under the Contract otherwise.

14.11.2 If the Architect disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Architect may reasonably require within 30 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Architect the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

14.11.3 However, if, following discussions between the Architect and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Architect shall deliver to the Procuring Entity (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Procuring Entity (with a copy to the Engineer) a Final Statement.

14.12 Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

14.13.1 Within 30 days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall deliver, to the Procuring Entity and to the Contractor, the Final Payment Certificate which shall state:

- a) The amount which he fairly determines is finally due, and
- b) After giving credit to the Procuring Entity for all amounts previously paid by the Procuring Entity and for all sums to which the Procuring Entity is entitled, the balance (if any) due from the Procuring Entity to the Contractor or from the Contractor to the Procuring Entity, as the case may be.

14.13.2 If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 30 days, the Architect shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.14 Cessation of Procuring Entity's Liability

14.14.1 The Procuring Entity shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

- a) in the Final Statement and also,
- b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].

14.14.2 However, this Sub-Clause shall not limit the Procuring Entity's liability under his indemnification obligations, or the Procuring Entity's liability in any case of fraud, deliberate default or reckless misconduct

by the Procuring Entity.

14.15 Currencies of Payment

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:

- a) If the Accepted Contract Amount was expressed in Local Currency only:
 - i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
 - ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
 - iii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a) (i) above;
- b) payment of the damages specified in the Special Conditions of Contract, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
- c) other payments to the Procuring Entity by the Contractor shall be made in the currency in which the sum was expended by the Procuring Entity, or in such currency as may be agreed by both Parties;
- d) if any amount payable by the Contractor to the Procuring Entity in a particular currency exceeds the sum payable by the Procuring Entity to the Contractor in that currency, the Procuring Entity may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
- e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the Central Bank of Kenya.

15 TERMINATION BY PROCURING ENTITY

15.1 Notice to correct any defects or failures

If the Contractor fails to carry out any obligation under the Contract, the Architect may by notice require the Contractor to make good the failure and to remedy it within 30 days.

15.2 Termination by Procuring Entity

- 15.2.1 The Procuring Entity shall be entitled to terminate the Contract if the Contractor breaches the contract based on following circumstances which shall include but not limited to:
- a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
 - b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
 - c) without reasonable excuse fails:
 - i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or
 - ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 30 days after receiving it,
 - d) subcontracts the major part or whole of the Works or assigns the Contract without the consent of the Procuring Entity,
 - e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
 - f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an induce mentor reward:
 - i) for doing or for bearing to do any action in relation to the Contract, or
 - ii) for showing or for bearing to show favor or disfavor to any person in relation to the Contract, or
 - iii) if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such induce mentor reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination, or

- g) If the contract or repeatedly fails to remedy delivers defective work,
- h) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Appendix B to these General Conditions, incompetently for or in executing the Contract.

1522 In any of these events or circumstances, the Procuring Entity may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of subparagraph (e) or (f) or (g) or (h), the Procuring Entity may by notice terminate the Contract immediately.

1523 The Procuring Entity's election to terminate the Contract shall not prejudice any other rights of the Procuring Entity, under the Contract otherwise.

1524 The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

1525 After termination, the Procuring Entity may complete the Works and/ or arrange for any other entities to do so. The Procuring Entity and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

1526 The Procuring Entity shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Procuring Entity, these items may be sold by the Procuring Entity in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

153 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

154 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Procuring Entity may:

- a) Proceed in accordance with Sub-Clause 2.5 [Procuring Entity's Claims],
- b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Procuring Entity, have been established, and/ or
- c) recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Procuring Entity shall pay any balance to the Contractor.

155 Procuring Entity's Entitlement to Termination for Convenience

The Procuring Entity shall be entitled to terminate the Contract, at any time at the Procuring Entity's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Procuring Entity returns the Performance Security. The Procuring Entity shall not terminate the Contract under this Sub-Clause in order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

156 Fraud and Corruption

The Contractor shall ensure compliance with the Kenya Government's Anti-Corruption Laws and its prevailing sanctions.

15.7 Corrupt gifts and payments of commission

15.7.1 The Contractor shall not;

- a) Offer or give or agree to give to any person in the service of the Procuring Entity any gift or consideration of any kind as an inducement or reward for doing or for bearing to door for having done or for borne to do any act in relation to the obtaining or execution of this or any other Contract for the Procuring Entity or for showing or for bearing to show favor or disfavor to any person in relation to this or any other contract for the Procuring Entity.
- b) Enter into this or any other contract with the Procuring Entity in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment there of have been disclosed in writing to the Procuring Entity.

15.7.2 Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement and Asset Disposal Act (2015) and the Anti-Corruption and Economic Crimes Act (2003) of the Laws of Kenya.

16 SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 Contractor's Entitlement to Suspend Work

16.1.1 If the Architect fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment], or not receiving instructions that would enable the contractor to proceed with the works in accordance with the program, the Contractor may, after giving not less than 30 days' notice to the Procuring Entity, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

16.1.2 The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

16.1.3 If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

16.1.4 If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

16.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

16.3 Termination by Contractor

16.3.1 The Contractor shall be entitled to terminate the Contract if:

- a) the Architect fails, within 60 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
- b) the Contractor does not receive the amount due under an Interim Payment Certificate within 90 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims]),
- c) the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,
- d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
- e) the Procuring Entity becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a

receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

- f) the Contractor does not receive the Architect instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

1632 In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Procuring Entity, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

1633 The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract otherwise.

164 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Procuring Entity's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

- a) cease all further work, except for such work as may have been instructed by the Architect for the protection of life or property or for the safety of the Works,
- b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
- c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

165 Payment on Termination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly:

- a) Return the Performance Security to the Contractor,
- b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
- c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17. RISK AND RESPONSIBILITY

17.1 Indemnities

17.1.1 The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- a) Bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and
- b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.1.2 The Procuring Entity shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property], unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the contractor, the contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

172 Contractor's Care of the Works

- 1721 The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity.
- 1722 After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.
- 1723 If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.
- 1724 The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

173 Procuring Entity's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Procuring Entity's Risks] below, in so far as they directly affect the execution of the Works in Kenya, are:

- a) War hostilities (whether war be declared or not),
- b) rebellion, riot, commotion or disorder, terrorism, sabotage by persons other than the Contractor's Personnel,
- c) explosive materials, ionizing gradiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such explosives, radiation or radio-activity,
- d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
- e) use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract,
- f) design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and
- g) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

174 Consequences of Procuring Entity's Risks

- 1741 If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Architect and shall rectify this loss or damage to the extent required by the Engineer.
- 1742 If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- (a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - (b) payment of any such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (e) and (g) of Sub-Clause 17.3 [Procuring Entity's Risks], Accrued Costs shall be payable.
- 1743 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

175 Intellectual and Industrial Property Rights

- 175.1 In this Sub-Clause, "infringement" shall refer to an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" shall refer to a claim (or proceedings pursuing a claim) alleging an infringement.

- 1752 Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.
- 1753 The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:
- a) An unavoidable result of the Contractor's compliance with the Contract, or
 - b) A result of any Works being used by the Procuring Entity:
 - i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
 - ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.
- 1754 The Contractor shall indemnify and hold the Procuring Entity harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.
- 1755 If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.
- 1756 For operation and maintenance of any plant or equipment installed, the contractor shall grant a non-exclusive and non-transferable license to the Procuring Entity under the patent, utility models, or other intellectual rights owned by the contractor or a third party from whom the contractor has received the rights to grant sub-licenses and shall also grant to the Procuring Entity a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to the contractor or under the contract. Nothing contained here-in shall be construed as transferring ownership of any patent, utility model, trademark, design, copy right, know-how or other intellectual rights from the contractor or any other third party to the Procuring Entity.

17.6 Limitation of Liability

- 1761 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contractor for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Procuring Entity's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].
- 1762 The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in **the Special Conditions of Contract**, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.
- 1763 This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

17.7 Use of Procuring Entity's Accommodation/Facilities

- 1771 The Contractor shall take full responsibility for the care of the Procuring Entity provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).
- 1772 If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18 INSURANCE

18.1 General Requirements for Insurances

- 18.1.1 In this Clause, “insuring Party” means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.
- 18.1.2 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.
- 18.1.3 Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.
- 18.1.4 If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.
- 18.1.5 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.
- 18.1.6 The relevant insuring Party shall, within the respective periods stated in **the Special Conditions of Contract** (calculated from the Commencement Date), submit to the other Party:
- a) Evidence that the insurances described in this Clause have been affected, and
 - b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].
- 18.1.7 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.
- 18.1.8 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.
- 18.1.9 Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.
- 18.1.10 If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or the Contractor fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.
- 18.1.11 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contract otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Procuring Entity.
- 18.1.12 Procuring Entity in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.
- 18.1.13 Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.
- 18.1.14 The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to

the insurance referred to Clause 18) with insurers from any eligible source country.

182 Insurance for Works and Contractor's Equipment

- 1821 The insuring Party shall insure the Works, Plant, Material and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.
- 1822 The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).
- 1823 The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.
- 1824 Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:
- a) Shall be effected and maintained by the Contractor as insuring Party,
 - b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,
 - c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks],
 - d) shall also cover, to the extent specifically required in the tendering documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Procuring Entity of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated **in the Special Conditions** of Contract (if an amount is not so stated, this sub-paragraph (d) shall not apply), and
 - e) may however exclude loss of, damage to, and reinstatement of:
 - i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),
 - ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,
 - iii) a part of the Works which has been taken over by the Procuring Entity, except to the extent that the Contractor is liable for the loss or damage, and
 - iv) Goods while they are not in Kenya, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].
- 1825 If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Procuring Entity, with supporting particulars. The Procuring Entity shall then (i) be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

183 Insurance against Injury to Persons and Damage to Property

- 1831 The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.
- 1832 This insurance shall be for a limit per occurrence of not less than the amount stated in **the Special Conditions of Contract**, with no limit on the number of occurrences. If an amount is not stated in the **Special Conditions**

of Contract, this Sub-Clause shall not apply.

- 18.3.3 Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:
- a) Shall be effected and maintained by the Contractor as insuring Party,
 - b) shall be in the joint names of the Parties,
 - c) shall be extended to cover liability for all loss and damage to the Procuring Entity's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
 - d) may however exclude liability to the extent that it arises from:
 - i) the Procuring Entity's right to have the Permanent Works executed on, over, under, in or
 - ii) through any land, and to occupy this land for the Permanent Works,
 - iii) damage which is an unavoidable result of the Contractor's obligations to execute the
 - iv) Works and remedy any defects, and
 - v) a cause listed in Sub-Clause 17.3 [Procuring Entity's Risks], except to the extent that cover is available at commercially reasonable terms.

18.4 Insurance for Contractor's Personnel

- 18.4.1 The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.
- 18.4.2 The insurance shall cover the Procuring Entity and the Architect against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Procuring Entity or of the Procuring Entity's Personnel.
- 18.4.3 The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. FORCE MAJEURE

19.1 Definition of Force Majeure

- 19.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:
- a) Which is beyond a Party's control,
 - b) Which such Party could not reasonably have provided against before entering into the Contract,
 - c) which, having arisen, such Party could not reasonably have avoided or overcome, and
 - d) which is not substantially attributable to the other Party.
- 19.1.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
 - c) riot, commotion, disorder, strike or lock out by persons other than the Contractor's Personnel,
 - d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
 - e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

19.2 Notice of Force Majeure

- 19.2.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 19.2.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
- 19.2.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either

Party to make payments to the other Party under the Contract.

193 Duty to Minimize Delay

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

194 Consequences of Force Majeure

194.1 If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in Kenya, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment].

194.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

195 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

196 Optional Termination, Payment and Release

196.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

196.2 Upon such termination, the Architect shall determine the value of the work done and issue a Payment Certificate which shall include:

- a) the amount payable for any work carried out for which a price is stated in the Contract;
- b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity's disposal;
- c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- e) the Cost of repatriation of the Contractor's staff and lab or employed wholly in connection with the Works at the date of termination.

197 Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- a) The Parties shall be discharged from further performance, without prejudice to the rights of either Party

in respect of any previous breach of the Contract, and

- b) The sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20 SETTLEMENT OF CLAIMS AND DISPUTES

20.1 Contractor's Claims

- 20.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 20.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.
- 20.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 20.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at an other location acceptable to the Engineer. Without admitting the Procuring Entity's liability, the Architect may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/ or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Architect to inspect all these records and shall (if instructed) submit copies to the Engineer.
- 20.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Architect fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/ or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) This fully detailed claim shall be considered as interim;
 - b) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/ or amount claimed, and such further particulars as the Architect may reasonably require; and
 - c) The Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.
- 20.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Architect and approved by the Contractor, the Architect shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 20.1.7 Within the above defined period of 42 days, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 20.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 20.1.9 If the Architect does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Architect and any of the Parties may refer the dispute for amicable settlement in accordance with Clause 20.3.
- 20.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/ or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 20.3.

202 Procuring Entity's Claims

- 2021 If the Procuring Entity considers itself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Procuring Entity or the Architect shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], or for other services requested by the Contractor.
- 2022 The notice shall be given as soon as practicable and no longer than 30 days after the Procuring Entity became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.
- 2023 The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Procuring Entity considers itself to be entitled in connection with the Contract. The Architect shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].
- 2024 This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

203 Amicable Settlement

Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 20.1 above should move to commence arbitration after 60 days from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

204 Matters that may be referred to arbitration

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

- a) Whether or not the issue of an instruction by the Architect is empowered by these Conditions.
- b) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- c) Any dispute arising in respect of risks arising from matters referred to in Clause 17.3 and Clause 19.
- e) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

205 Arbitration

- 2051 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.3 shall be finally settled by arbitration.
- 2052 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 2053 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 2054 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

- 2055 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision require mentor notice had been given.
- 2056 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Architect from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 2057 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 2057 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Architect shall not be altered by reason of any arbitration being conducted during the progress of the Works.
- 2058 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

20.6 Arbitration with National Contractors

- 2061 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
- i) Architectural Association of Kenya
 - ii) Institute of Quantity Surveyors of Kenya
 - iii) Association of Consulting Engineers of Kenya
 - iv) Chartered Institute of Arbitrators (Kenya Branch)
 - v) Institution of Engineers of Kenya
- 2062 The institution written to first by the aggrieved party shall take precedence over all other institutions.

20.7 Arbitration with Foreign Contractors

- 2071 Arbitration with foreign contractors shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
- 2072 The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

20.8 Alternative Arbitration Proceedings

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

20.9 Failure to Comply with Arbitrator's Decision

- 2091 The award of such Arbitrator shall be final and binding upon the parties.
- 2092 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

20.10 Contract operations to continue

Notwithstanding any reference to arbitration herein,

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

Section IX - Special Conditions of Contract

The following Special Conditions shall supplement the GCC. Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

Conditions	Sub-Clause	Data
Part A - Contract Data		
Procuring Entity's name and address	Heading	<i>Chuka University, P.O. BOX 109-60400, CHUKA</i>
Name and Reference No. of the Contract	Heading and 1.1	<i>CU/OPNT/07/2021-2022</i>
Engineers Name and address	Heading and 3.1.1	<i>Baseline Architects Limited P.O Box 39928 - 00623 Nairobi</i>
Contractor's Representative's name	4.3.1	 <i>[insert the name of the Contractor's Representative agreed by the Procuring Entity prior to Contract signature]</i>
Key Personnel names	16.9.1	 <i>[insert the name of each Key Personnel agreed by the Procuring Entity prior to Contract signature]</i>
Time for Completion	1.1.	260 Weeks from commencement date
Defects Notification Period	1.1	52 weeks from practical completion
Sections	1.1	N/A
Electronic transmission systems	1.3	N/A
Time for the Parties entering into a Contract Agreement	1.6	Within 30days
Commencement Date	8.1.1	
Time for access to the Site	2.1.1	To be agreed during contract signing
Architect Duties and Authority	3.1.6 (b) (ii)	Any Variations that increases the contract sum shall require approval of the Procuring Entity.
Performance Security	4.2.1	The performance security will be in the form of a performance bond in the amount(s) of Five (5) percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
Normal working hours	6.5	Shall be from 0800 hours to 1700 hours
Delay damages for the Works	8.7 & 14.15(b)	Equivalent to running preliminaris of the contractor
Maximum amount of delay damages	8.7.1	1% of the final Contract Price.
Provisional Sums	13.6. (b)(ii)	<i>[If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums]</i> _____%
Adjustments for Changes in Cost	13.9	Period "n" applicable to the adjustment multiplier "Pn": __NA

Conditions	Sub-Clause	Data
Total advance payment	14.2.1	Not Applicable
Repayment amortization rate of advance payment	14.2.5 (b)	Not Applicable
Percentage of Retention	14.3.2 (c)	Ten (10) percent
Limit of Retention Money	14.3.2 (c)	Five (5) of the Accepted Contract Amount
Plant and Materials	14.5.3(b)(i)	Not Applicable
	14.5.3(c)(i)	Plant and Materials for payment when delivered to the Site All materials for the works.
Minimum Amount of Interim Payment Certificates	14.6.2	500,000.00 of the Accepted Contract Amount.
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	Central Bank of Kenya Mean Lending rate per day of delayed payment. Period for honouring certificate is 60 days from date of certification.
Maximum total liability of the Contractor to the Procuring Entity	17.6.2	3 million
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1.6	____30____ days ____30____ days
Maximum amount of deductibles for insurance of the Procuring Entity's risks	18.2.4 (d)	100,000.00
Minimum amount of third-party insurance	18.3.2	3 million
The place of arbitration	20.7.2	N/A
Arbitration	20.5.1	Delete the clause and substitute thus 'Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.3 shall be finally settled by Kenyan law court.

SECTION X - CONTRACT FORMS

FORM NO. 5 - PERFORMANCE SECURITY

(SAMPLE)

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

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

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Procuring Entity) _____ (the Procuring Entity as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

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

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

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

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

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

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

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

Tender Reference No.: _____ [insert identification no]

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

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

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

Details of beneficial ownership

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

OR

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

OR

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

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

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

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

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

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

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

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

SECTION II:

PART I – GENERAL AND PARTICULAR MECHANICAL SPECIFICATIONS

PART B1
GENERAL MECHANICAL SPECIFICATION

PART B1
GENERAL MECHANICAL SPECIFICATION

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PART B1

GENERAL MECHANICAL SPECIFICATION

1. GENERAL

This section specifies the general requirements for plant, equipment and material forming part of the Sub-Contract Works and shall apply except where specifically stated elsewhere in the specification or on the contract Drawings.

2. QUALITY OF MATERIALS

All plant, equipment and materials supplied as part of the Sub-contract works shall be new and of first-class commercial quality, shall be free from defects and imperfections and where indicated shall be of grades and classifications designated herein.

All products or materials not manufactured by the Sub-contractor shall be products of reputable manufacturers and so far as the provisions of the Specification is concerned shall be as if they had been manufactured by the Sub-contractor.

Materials and apparatus required for the complete installation as called for by the Specification and Contract Drawings shall be supplied by the Sub-Contractor unless mention is made otherwise.

Materials and apparatus supplied by others for installation and connected by the Sub-Contractor shall carefully be examined on receipt and stored. Should any defects be noted, the Sub-Contractor shall immediately notify the Engineer

Defective equipment or that damaged in the course of installation or tests shall be replaced as required to the approval of the Engineer.

3. REGULATIONS AND STANDARDS

The Sub-Contract Works shall comply with the current edition of the following:-

- (a) The Kenya Government Regulations
- (b) The United Kingdom Institution of Electrical Engineering (IEE) Regulations for the electrical equipment of buildings.
- (c) The United Kingdom Chartered Institute of Building Services Engineers (CIBSE) Guides.
- (d) British Standards and Codes of Practice as published by the British Standards Institution (BSI).
- (e) The Local Council By-laws.
- (f) The Electricity supply Authority By-Laws.
- (g) Local Water Authority By-Laws.
- (h) The Kenya Building code of Regulations.

4. **ELECTRICAL REQUIREMENTS**

Plant and equipment supplied under this Sub-Contract shall be complete with all necessary motor starters, control boards, and other control apparatus. Where Control Panels incorporating several starters are supplied, they shall be complete with a main isolator.

The supply power up to and including local isolators shall be provided and installed by the Electrical Sub-Contractor. All other wiring shall be as described in the "Particular Specification".

The Sub-Contractor shall supply three copies of all schematic, cabling and wiring diagrams for the Engineer's approval.

The starting current of all electric motors and equipment shall not exceed the maximum permissible starting currents described in the Kenya Power and Lighting Company's (KP & LC) By-Laws.

All electrical plant and equipment supplied by the Sub-Contractor shall be rated for the supply voltage and frequency obtained in Kenya, that is 415 volts, 50HZ, 3-phase or 240 volts, 50HZ, 1-phase as specified in the "Particular Specification".

Any equipment that is not rated for the above voltages and frequencies may be rejected by the Engineer

5. **TRANSPORT AND STORAGE**

All plant and equipment shall, during transportation be suitably packed, crated and protected to minimise the possibility of damage and to prevent corrosion or other deterioration.

On arrival at site, all plant and equipment shall be examined and any damage to parts and protective priming coats made good before storage or installation.

Adequate measures shall be taken by the Sub-Contractor to ensure that plant and equipment do not suffer any deterioration during storage.

Prior to installation all piping, and equipment shall be thoroughly cleaned.

If, in the opinion of the Engineer any equipment has deteriorated or been damaged to such an extent that it is not suitable for installation, the Sub-Contractor shall replace this equipment at his own cost.

6. **SITE SUPERVISION**

The Sub-Contractor shall ensure that there is an English-speaking supervisor on the site at all times during normal working hours.

7. INSTALLATION

Installation of all special plant equipment shall be carried out by the Sub-Contractor under adequate supervision from skilled staff provided by the plant and equipment manufacturer or his appointed agent in accordance with the best standards of modern practice and to the relevant regulations and standards described under Clause 3 of this section.

8. TESTING

8.1 General

The Sub-Contractor's attention is drawn to Part "A", Sub-Clauses 1.44 and 1.45 Page A/13 of the "Preliminaries and General Conditions".

The following sub-clauses are intended to define the Sub-Contractor's responsibilities with respect to testing and inspection.

8.2 Material Tests

All material for plant and equipment to be installed under this Sub-Contract shall be tested, unless otherwise directed, in accordance with the relevant B.S. specification concerned.

For materials where no B.S. specification exists, tests are to be made in accordance with the best modern commercial methods to the approval of the Engineer, having regard to the particular type and application of the materials concerned.

The Sub-Contractor shall prepare specimens and performance tests and analyses to demonstrate conformance of the various materials with the applicable standards.

If stock material, which has not been specifically manufactured for the plant and equipment specified is used, then the Sub-Contractor shall submit satisfactory evidence to the Engineer that such materials conform to the requirements stated herein in which case tests of material may be partially or completely waived.

Certified mill test reports of plates, piping and other materials shall be deemed acceptable.

8.3 Manufactured Plant and Equipment - Works Tests

The rights of the Engineer relating to the inspection, examination and testing of plant and equipment during manufacture shall be applicable to the Insurance Companies or Inspection Authorities so nominated by the Engineer

The Sub-Contractor shall give two weeks' notice to the Engineer of the manufacturer's intention to carry out work tests and inspections.

The Engineer or his representative shall be entitled to witness such tests and inspections. The costs of such tests and inspections shall be borne by the Sub-Contractor.

Six copies of all test and inspection certificates and performance graphs shall be submitted to the Engineer for his approval as soon as possible after the completion of such tests and inspections.

Plant and equipment which is shipped before the relevant test certificate has been approved by the Engineer shall be shipped at the Sub-Contractor's own risk and should the test and inspection certificates not be approved, new tests may be ordered by the Engineer at the Sub-Contractor's expense.

8.4 Pressure Testing

All pipework installations shall be pressure tested in accordance with the requirements of the various section of this specification. The installations may be tested in section to suit the progress of the works but all tests must be carried out before the work is buried or concealed behind building finishes. All tests must be witnessed by the Engineer or his representative and the Sub-Contractor shall give 48 hours notice to the Engineer of his intention to carry out such tests.

Any pipework that is buried or concealed before witnessed tests have been carried out shall be exposed at the expense of the sub-contractor and the specified tests shall then be applied.

The Sub-Contractor shall prepare test certificates for signature by the Engineer and shall keep a progressive and up-to-date record of the Sections of the work that have been tested.

9. COLOUR CODING

Unless stated otherwise in the Particular Specification all pipework shall be colour coded in accordance with the latest edition of B.S. 1710.

10. WELDING

10.1 Preparation

Joints to be made by welding shall be accurately cut to size with edges sheared, flame cut or machined to suit the required type of joint. The prepared surface shall be free from all visible defects such as lamination, surface imperfections due to shearing or flame cutting operation, etc., and shall be free from rust, scale, grease and other foreign matter.

10.2 Method

All welding shall be carried out by the electric arc process using covered electrodes in accordance with B.S. 639.

Gas welding may be employed in certain circumstances provided that prior approval is obtained from the Engineer

10.3 Welding codes and Construction

All welded joints shall be carried out in accordance with the following specification:-

(a) **Pipe Welding**

All pipe welds shall be carried out in accordance with the requirements of B.S.806.

(b) General welding

All welding mild steel components other than pipework shall comply with the general requirements of B.S. 1856.

10.4 **Welders Qualifications**

Any welder employed on this Sub-contract shall have passed the trade tests as laid down by the Government of Kenya.

The Engineer may require to see the appropriated certificate obtained by any welder and should it be proved that the welder does not have the necessary qualifications the Engineer may instruct the Sub-Contractor to replace him by a qualified welder.

PART B2

GENERAL PLUMBING AND DRAINAGE SPECIFICATIONS

PART B.2

GENERAL PLUMBING AND DRAINAGE SPECIFICATIONS

INDEX

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SECTION B2

GENERAL PLUMBING AND DRAINAGE SPECIFICATIONS

2.1 MATERIALS AND STANDARDS

2.1.1 GENERAL

This section specifies the general requirements for plant, equipment and materials forming part of the Plumbing and Drainage Installations.

PIPEWORK AND FITTINGS

Pipe materials are to be used as follows:-

2.1.2 Cold Water Mains

Unplasticised PVC or galvanised steel medium or heavy grade, as specified on the drawings.

2.1.3 Black steel Pipework

All black steel pipework up to 65 mm nominal bore shall be manufactured in accordance with B.S. 1387 Medium Grade, with tapered place threads in accordance with BS 21. All fittings shall be of malleable iron and manufactured in accordance with BS 143.

Pipe joints shall be screwed and socketed and sufficient couplings union shall be allowed so that fittings can be disconnected without cutting the pipe. Running nipples and long screws shall not be permitted unless exceptionally approved by the Engineer.

All black steel pipework, 80mm nominal bore up to 150mm nominal bore, shall be manufactured to comply in all respects with the specification for 65mm pipe, except that screwed and bolted flanges shall replace unions and couplings for the joining of pipes to valves and other items of plant.

All flanges shall comply with the requirements of BS 10 to the relevant classification contained hereinafter under section C of the Specification.

2.1.4 Galvanised Steel Pipework

Galvanised steel pipework shall be manufactured to comply in all respects with the standards described for black steel pipework in paragraph 2.1.3 above.

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

2.1.5 Copper Tubing

All copper tubing shall be manufactured in accordance with BS 2871 from C.160 "Phosphorus De-oxidized Non-Arsenical Copper" in accordance with BS 1172.

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

Short copper connections tubes between galvanised pipework and sanitary fitments shall not be used because of the risk of galvanic action.

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

2.1.6 Cast Iron Pipework

(a) Internal Services

Cast iron pipework and fittings for use above ground in connection with internal building services shall be manufactured with spigot and socket joints of the weight required by the local authority and shall comply fully with the requirement of B.S. 416.

All joints on cast iron spigot and socket pipes shall be made with an approved cold caulking compound and so installed as to allow for any expansion or contraction, which may take place.

All cast iron pipework, branches, tees, bends and other fittings shall be supplied complete with inspection covers for cleaning purposes. These inspection covers shall be included as part of the fittings and shall comply with the requirements of B.S. 416.

(b) External Services

Cast iron pipework, which is used in connection with buried external services, shall be manufactured, coated and tested in accordance with the requirements of B.S. 1211.

All buried cast iron bends, elbows swept tees and other fittings, shall comply with the requirements of B.S. 1130.

Jointing on external cast iron pipes shall be carried out in accordance with one of the methods described in B.S. Code of Practice 301, Clause 505C (v), to the approval of the Engineer.

2.1.6 Pitch Fibre Pipework

Pitch Fibre Pipework and fittings for use in connection with external drainage services shall be manufactured in accordance with the requirements of B.S. 2760. Pipes shall be connected by means of purpose tapered joints manufactured in accordance with B.S. 2760.

Until such time as the use of pitch impregnated fibre is covered by a code of practice, the jointing laying and cutting of these pipes shall be carried out in accordance with the requirements of the notes contained under Appendix C of B.S. 2760.

2.1.7 Concrete Pipe

Where concrete pipe and fittings are used in connection with the conveyance surface water of sewage under atmospheric pressure, they shall be manufactured in accordance with the requirement of B.S. 556, Class 1, except where otherwise stated.

The joints of concrete pipe and fittings may be one of the following depending application and conditions:

- (1) Flexible spigot and socket type.
- (2) Flexible rebated type (Storm water drainage only)
- (3) Ordinary spigot and socket type.
- (4) Ordinary rebated type (Storm water drainage only)

Joints (1) and (2) shall be sealed with suitable rubber gaskets manufactured in accordance with B.S. 2494 except where they are likely to be contaminated by oil products, in which case the gaskets shall be manufactured in accordance with B.S. 3514.

Joints (3) and (4) shall be made with approved cement mortar mix.

2.1.8 Asbestos Cement Pressure Pipes

Where asbestos cement pressure pipes and fittings are used in connection with external, above ground or buried water services, they shall be manufactured in accordance with the requirement of B.S. 486.

The classification of these pipes fall into classes:

A.,B.,C., and D., respectively, and the class to be used shall depend upon the pressure conditions pertaining at site.

Where cast iron detachable joints are used for connecting pipes, the material comply with the B.S. Specification, then the materials used shall be of a quality not less than that required by this standard.

Rubber jointing rings shall be used for sealing purposes and shall comply with the requirements of B.S. 2494, except where they are likely to be contaminated by oil products, in which case the gaskets shall be manufactured in accordance with B.S 3514.

2.1.9 Concrete Pipe

Where concrete pipe and fittings are used in connection with the conveyance of surface water or sewage under atmospheric pressure, they shall be manufactured in accordance with the requirement of B.S. 556, Class 1, except where otherwise stated.

The joints of concrete pipe and fittings may be one of the following depending upon application and conditions:

- 1) Flexible spigot and socket type
- (2) Flexible rebated type (Storm water drainage only)
- (3) Ordinary Spigot and socket type
- (4) Ordinary rebated type (Storm water drainage only)

Joints (1) and (2) shall be sealed with suitable rubber gaskets manufactured in accordance with B.S. 2494 except where they are likely to be contaminated by oil products, which case the gaskets shall be manufactured in accordance with B.S. 3514.

Joints (3) and (4) shall be made with an approved cement mortar mix.

2.1.10 Asbestos Cement Pressure Pipes

Where asbestos cement pressure pipes and fittings are used in connection with external, above ground or buried water services, they shall be manufactured in accordance with the requirement of B.S.486.

The Classification of these pipes falls into four classes:

A.,B.,C., and D., respectively, and the class to be used shall depend upon the pressure conditions pertaining at Site.

Where cast iron detachable joints are used for connecting pipes, the material shall comply with B.S. Specifications, then the materials used shall be of a quality not less than that required by this standard.

Rubber jointing rings shall be used for sealing purposes and shall comply with the requirements of B.S. 2494, except where they are likely to be contaminated by oil products, in which case the gaskets shall be manufactured in accordance B.S. 3514.

2.1.11 P.V.C. (Hard) Pressure Pipe and Fittings

All P.V.C. pipes and fittings shall be manufactured in accordance with B.S. 3505 : 1968 or the relevant Kenya Standard.

Fittings shall comply in all respects with British Standard 4346 Part 1: 1969 or the relevant Kenya Standard. Pipes shall be supplied in plain-ended lengths.

Thickness

The Minimum acceptable wall thickness of pipe and fittings shall be as follows:-

Nom. Dia. (mm)	10	12	20	25	32	40	50	75	100
Thickness (mm)	1.5	1.7	1.9	2.2	2.7	3.1	3.9	5.7	7.3

Jointing

The method of jointing to be employed shall be that of Solvent welding, using the pipe and manufacturers approved cement. Seal rings joints shall be introduced where it is necessary to accommodate thermal expansion.

Anchoring

All bends, valves and hydrant tees etc, in the line of the water main shall be adequately anchored to resist thrust due to internal water pressure. A concrete block shall be cast under and around the pipe and between it and sides of the trench. Well-rammed material shall be used to support the pipe and either side of the concrete.

Workmanship

The installation method of jointing shall be solvent welding; and both jointing and fixing shall comply in all respects to the manufacturer' site-work instructions. The maximum intervals between pipe supports at 200C shall be as follows:-

Pipe Diameter	10mm	15mm	20mm	25mm	32mm	40mm	50mm	75mm	100mm
Horizontal	0.75m	0.90m	1.05m	1.20m	1.35m	1.65m	1.80m	Do	do
Vertical	1.50m	1.80m	2.10m	2.40m	2.70m	3.30m	3.60m	Do	do

Pipes passing through walls or floors shall be sleeved to allow unrestricted movements.

The works shall be inspected and tested during installation.

All work, which will be concealed, shall be tested before it is finally enclosed and verified by the Clerk of Works.

Any other test may be demanded upon completion for soundness and performance to the satisfaction of the Local Water Authority.

Pipe Bed

Pipes shall be uniformly laid on a 75mm thick bed, (Sand or red soil) and must not be allowed to rest on the joint or on stones etc.

Supports to Fittings

In underground installations care shall be taken to ensure that heavy components such as valves are fully supported so that the pipeline carries no weight.

Backfilling

For the protection of the pipe initial backfilling shall be carried out as soon as possible after laying. The initial backfill shall be fine grained material thoroughly compacted around the pipe and consolidated to depth of 6" above the crown of the pipe at no time shall heavy rocks, stones or other objects be included in the balance of the backfill that might protrude the initial backfill layer and come into contact with the pipe.

Testing

Pipelines shall be tested in sections under an internal water pressure normally one and a half times the maximum allowable working pressure of the class of pipe used. Testing shall be carried out as soon as practicable after laying and when the pipeline is anchored. Precautions shall be taken to eliminate all air from the test section and to fill the pipe slowly to avoid risk of damage due to surge.

2.1.12 MuPVC Waste Systems

All pipes and fittings shall be manufactured in accordance with B.S. 5255 : 1968 or the relevant Kenya Standard.

Pipes shall be supplied in plain-ended lengths.

Thickness

The Minimum acceptable wall thickness of pipe and fittings shall be as follows: -

Size (in)	Size (mm)	Pipe and Fittings Wall Thickness (mm)
1 1/4	32	1.8
1 1/2	40	1.9
2	50	2.0

Jointing

The method of jointing to be employed shall be that of Solvent welding, using the pipe and manufacturers approved cement. Seal rings joints shall be introduced where it is necessary to accommodate thermal expansion.

Anchoring

All bends, valves and hydrant tees etc, in the line of the water main shall be adequately anchored to resist thrust due to internal water pressure. A concrete block shall be cast under and around the pipe and between it and sides of the trench. Well-rammed material shall be used to support the pipe and either side of the concrete.

Workmanship

The installation method of jointing shall be solvent welding; and both jointing and fixing shall comply in all respects to the manufacturer' site-work instructions. The maximum intervals between pipe supports at 200C shall be as follows:-

Nominal Size (in)	Nominal Size (mm)	Horizontal (mm)	Vertical (mm)
1 1/4	32	500	1200
1 1/2	40	500	1200
2	50	900	1200
3	80	900	2000
4	100	1000	2000
6	150	1000	2000

Pipes shall be fixed in straight runs and horizontal runs shall be laid to gradients in conformity with BS 5572 Code of Practice for Sanitary Pipework and in any event not less than 18mm/m unless otherwise specified.

Pipes passing through walls or floors shall be sleeved to allow unrestricted movements.

The works shall be inspected and tested during installation at any stage in accordance with BS 5572. All work, which will be concealed, shall be tested before it is finally enclosed and verified by the Clerk of Works.

Any other test may be demanded upon completion for soundness and performance to the satisfaction of the Local Water Authority.

Pipe Bed

Pipes shall be uniformly laid on a 75mm thick bed, (Sand or red soil) and must not be allowed to rest on the joint or on stones etc.

Supports to Fittings

In underground installations care shall be taken to ensure that heavy components such as valves are fully supported so that the pipeline carries no weight.

Backfilling

For the protection of the pipe initial backfilling shall be carried out as soon as possible after laying. The initial backfill shall be fine grained material thoroughly compacted around the pipe and consolidated to depth of 6" above the crown of the pipe at no time shall heavy rocks, stones or other objects be included in the balance of the backfill that might protrude the initial backfill layer and come into contact with the pipe.

Testing

Pipelines shall be tested in sections under an internal water pressure normally one and a half times the maximum allowable working pressure of the class of pipe used. Testing shall be carried out as soon as practicable after laying and when the pipeline is anchored. Precautions shall be taken to eliminate all air from the test section and to fill the pipe slowly to avoid risk of damage due to surge.

2.1.13 A.B.S. Waste System

Where indicated on the drawings and schedules, the Sub-contractor shall supply and fix A.B.S. Waster pipes and fittings.

The pipes, traps and fittings shall be in accordance with the relevant British Standards, including B.S. 3943, and fixed generally in accordance with manufacturer's instructions, and B.S. 5572 : 1978.

Jointing of pipe shall be carried out by means of solvent welding. The manufacturer's instructions, and B.S. 5572 : 1978.

Jointing of pipe shall be carried out by means of solvent welding. The manufacturer's recommended method of joint preparation and fixing shall be followed.

Standard brackets, as supplied for use with this system, shall be used wherever possible. Where the building structure renders this impracticable the Sub-contractor shall provide purpose made supports,

Expansion joints shall be provided as indicated. Supporting brackets and pipe clips shall be fixed on each side of these joints.

2.1.14 P.V.C. Soil System

The Sub-contractor shall supply and fix P.V.C soil pipe and fittings as indicated on the drawings and schedules.

Pipes and fittings shall be in accordance with relevant British Standards, including B.S. 4514 and fixed to the manufacturer's instructions, and B.S. 5572.

The soil system shall incorporate synthetic rubber gaskets as provided by the manufacturer whose fixing instructions shall be strictly adhered to.

Connections to W.C. and pass shall be effected by the use of a W.C. connector gasket and cover, fixed to suit pan outlet.

Suitable supporting brackets and pipe clips shall be provided at maximum of metre centres.

The Sub-contractor shall be responsible for the joint into the Gully Trap on Drain Trap as indicated on the drawings.

2.1.15 uPVC Square Rainwater System Pipe and Gutter

Gutters shall be a rectilinear section 116mm or 137mm wide.

Gutters shall be supplied in plain-ended lengths.

The minimum acceptable wall thickness of gutter shall be 2.20mm.

Rainwater pipes shall be square in section 58mm or 75 mm internal diameter.

Rainwater pipes shall be supplied in plain-ended lengths.

The minimum acceptable wall thickness of rainwater pipes shall be 1.80mm.

Pipe support brackets must be adequate to screen expansion gaps.

The grade of uPVC used for gutter and pipe shall have a minimum softening point of 75°C when tested by the Vicat method as described in B.S. 2782.

The pipe and gutter shall be colour grey, to BS 5252, 10.A.07, black, white or rustic.

2.1.16 uP.V.C. Rainwater Fittings

All fittings shall be injection moulded and shall be compatible with pipe and gutters and shall conform to BS 4576 or the appropriate Kenya Standard.

All gutters, pipe and fittings shall be colour grey to British Standard 5252, 10.A.07, or black, white or rustic.

Gutter connecting fittings shall have integrally moulded seal retaining cavities housing a rubber seal of hollow section.

The fitting shall incorporate a gutter-retaining clip.

Gutter shall be supplied in plain-ended lengths.

The minimum acceptable wall thickness of gutter shall be 2.20mm.

Rainwater pipes shall be circular in section, 65mm nominal diameter complying in all respects to British Standard 4576 or the relevant Kenya Standard.

Rainwater pipes shall be supplied in plain-ended lengths. The minimum acceptable wall thickness of rainwater pipes shall be 1.80mm

Pipe support brackets must be adequate to screen expansion gaps.

The grade of uPVC used for gutter and pipe shall have a minimum softening point of 75°C when tested by the Vicat method as described in B.S. 2782.

The pipe and gutter shall be colour grey, to BS 5252, 10.A.07, black, white or rustic.

2.1.17 uP.V.C. Underground Drainage System

(a) Pipes and fittings

The pipes and fittings shall comply in all respects to British Standard 4660 & 5481 or the relevant Kenya Standards.

Pipes shall be supplied in plain-ended lengths.

The minimum acceptable wall thickness of pipe and fittings will be as follows:

110mm pipe	3.0mm	
160mm pipe	3.9mm	
110mm junction only	3.50mm socket	3.80mm body
All other fittings	3.20mm socket	3.40mm body
160mm all fittings	4.30mm socket	4.70mm body

The method of jointing to be employed shall be by lip seal socketted fittings. Jointing to other materials shall be made in the manner specified by the manufacturer.

The grade of uPVC used for the pipe shall have a minimum softening point of 82oC when tested by the `Vicat` method 102D as described in British Standard 2782, and for fittings 79oC.

The pipe and fittings shall be of colour golden brown approximating to British Standard 381C:No.414. The seal retaining caps shall be black polypropylene.

The natural rubber for lip seal joints shall be to British Standard 2494:1976.

Holderbats shall be made of mild steel protected from corrosion by galvanising or search coating for optimum fit to pipe supports a special purpose made P.V.C. packing pieces may be used.

The base of soil and vent stack connection to the below ground drain shall be made with a bend of minimum centre line radius of 250mm.

Minor changes of direction where permitted shall be made with a variable bend that has a constant effective length

(b) Excavation of Trenches

The installation, method of jointing shall conform in all respects to the manufacturer's site work instruction.

Trenches shall be excavated to a sufficient depth to allow a 50mm minimum bed below the underside of the pipe. Trench width shall be not less than the outlet diameter of the pipe plus 300mm and not wider than necessary.

(c) Trench Invert

The base of the trench shall be such that even support is given to the pipe for its full length. Soft spots shall be removed and replaced with compacted granular material as described below. High spots and rock shall be removed to allow full 50mm bed depth.

(d) Pipe bed

The bed shall be composed of granular material to the specification called for below and shall for below and shall cover the full trench width and length and boned to gradient

(e) Laying and jointing

Pipes and fittings shall be laid true to gradient in straight lines and jointed in accordance with manufacturer's instructions. All pegs used for alignment and other purposes must be removed after use and before side filling. All joints shall be watertight complying with CP.301, Clauses 5:3.

Pipe barrels shall be in continuous contact with the trench bed when laid.

(f) Side Filling

The side filling of pipes shall be composed of hard granular material, which shall be to the requirements below.

Side fillings must be placed equally on both sides of the pipe and compacted, so as to buttress the pipes against the trench walls. Side filling shall continue up to pipe crown level as a minimum and above this level if required by the Engineer.

(g) Back Filling

The first 300mm of backfill above crown level shall be taken from selected trench spoil all passing 25mm sieve. It shall be placed in two 150mm layers each firmly tramped. Above the 300mm level mechanical filling and compaction may be used.

Where cover is less than 450mm the pipe shall be covered with 75mm of selected material laid to support a concrete tile or slab indicating the presence of a service.

(h) Granular Material for Bed and Side Fill

All material for bed and side fill shall be hard and granular passing 20mm sieve and shall contain not more than 5 per cent fines passing 3mm sieve.

The material may be composed of crushed stone, clinker, quarry scalping, ballast, gravel, shingle or all-in aggregate to British Standard 882.

The material shall have a compaction factor of 0.3 or less.

2.1.18 VALVES

(a) Draw-off Taps and Stop Valves (Up to 50mm Nominal Bore)

Draw off taps and valves up to 50mm nominal bore, unless otherwise stated or specified for attachment or connection to sanitary fitment shall be manufactured in accordance with requirement of B.S. 1010.

(b) Gate Valves

All gate valves 80mm nominal bore and above, other than those required for fitting to buried water mains shall be of cast iron construction, in accordance with the requirement of B.S. 3464. All gate valves required for fitting to buried water mains shall be of cast iron construction in accordance with the requirements of B.S. 1218.

All gate valves up to and including 65mm nominal bore shall be of bronze construction in accordance with the requirements of B.S. 1952.

The pressure classification of all valves shall depend upon the pressure conditions pertaining to the Site of Works.

(c) Globe Valves

All globe valves up to and including 65 mm nominal bore shall be of bronze construction in accordance with the requirements of B.S. 3061.

The pressure classification of all globe valves shall depend upon the pressure conditions pertaining to the Site of Works.

(d) Check or Non-Return Valves

All check or non-return valves 80mm nominal bore and above shall be of the swing check type of cast iron construction in accordance with the requirement of B.S. 4090.

The pressure classification of all check or non-return valves shall depend upon the pressure conditions pertaining to site of the Works.

(e) Ball Valves

All ball valves for use in connection with hot and cold water services shall be of the Portsmouth type in accordance with the requirements of B.S. 1212, constructed from bronze or other corrosion resistant materials. These valves fall into three pressure classifications as follow:-

(i)	Low Pressure	3.52Bars maximum
(ii)	Medium Pressure	7.72Bars maximum
(iii)	High Pressure	12.62Bars maximum

The pressure classification required for each ball valve will be designated in the description of its associated equipment contained in section C of the specification

(f) Manually Operated Mixing Valves

Mixing valves for shower fittings and other appliances being provided under the Sub-contractor Works shall be manufactured in accordance with the requirements of B.S. 1415 from bronze or other corrosion resistant materials.

2.1.19 WASTE FITMENT TRAPS

(a) Standard and Deep Seal P & s Traps

Where standard or deep seal traps are specified they shall be manufactured in suitable non-ferrous materials in accordance with the full requirements of B.S. 1184.

In certain circumstances, cast iron traps may be required for cast iron baths and in these instances bath traps shall be provided which are manufactured in accordance with the full requirements of B.S. 1291.

(b) Anti-Syphonic Traps

Where anti-syphon traps are specified, these shall be similar or equal to the range of traps manufactured by Greenwood and Hughes Ltd., Deacon Works Littlehampton, Sussex, England.

The trade name for traps manufactured by this company is "Grevak".

2.1.20 PIPE SUPPORTS

(a) General

This Sub-clause deals with pipe support securing pipes to the structure of buildings for above ground application.

The variety and type of support shall be kept to a minimum and their design shall be such as to facilitate quick and secure fixings to metal, concrete, masonry or wood.

Consideration shall be given, when designing supports, to the maintenance of desired pipe falls and the restraining of pipe movements to a longitudinal axial direction only.

The Sub-contractor shall supply and install all steelwork forming part of the pipe support assemblies and shall be responsible for making good any damage to builders work associated with the pipe support installation.

The Sub-contractor shall submit all his proposals for pipe supports to the Engineer for approval before any erection work commences.

The Sub-Contractor shall submit all his proposals for pipe supports to the Engineer for approval before any erection work commences.

(b) Steel and Copper Pipes and Tubes

Pipe runs shall be secured by pipe clips connected to pipe hangers, wall brackets, or trapeze type supports. 'U@ bolts shall not be used as a substitute for pipe clips without the prior approval of the Engineer.

An approximate guide to the maximum permissible support spacing in metres for steel and copper pipe and tube is given in the following table for horizontal runs.

Size Nominal Bore	Copper Tube To BS 659	Steel Tube To BS 1387
15mm	1.25m	2.0m
20mm	2.0m	2.5m
25mm	2.0m	2.5m
32mm	2.5m	3.0m
40mm	2.5m	3.0m
50mm	2.5m	3.0m
65mm	3.0m	3.5m
80mm	3.0m	3.5m
100mm	3.0m	4.0m
125mm	3.5m	4.5m
150mm	4.5m	5.5m

The support spacing for vertical runs shall not exceed one and a half times the distances given for horizontal runs.

(c) Cast Iron and Asbestos Cement Spigot and Socket Jointed Pipes

Cast iron and asbestos cement socketed pipes shall generally be supported at every socket joint by means of either holderbats secured rigidly to the structure, or purpose made straps for attachment to rigid steel support brackets.

When holderbats are used, they shall conform to the requirements of B.S. 416.

Suitable anchors shall be provided at all changes of pipe directions, junctions and tees, to counterpart the effect of end thrust loads.

(d) Asbestos Cement Pressure Pipes

Asbestos Cement pressure pipes with either cast iron detachable joints or asbestos cement screw joints shall be supported and anchored on either side of the joint. The joint shall remain free.

Pipe hangers and trapeze type supports shall not be suitable for the suspension of asbestos pressure pipes unless they are designated with suitable restrictions to prevent swinging while at the same time providing the necessary support requirements.

Within building, asbestos pressure pipes shall be carried either on concrete support or rigidly fixed steel wall brackets.

Suitable anchors shall be provided at all changes of pipe directions, junctions and tees to counteract the effect of end thrust loads.

(e) Concrete and Pitch Pipes

These pipes shall not be used for above ground application.

(f) Expansion Joints and Anchors

Where practicable, cold pipework systems shall be arranged with sufficient bends and changes of direction to absorb pipe expansion providing that the pipe stresses are contained within the working limits prescribed in the relevant B.S. specification.

The Sub-contractor shall pay particular care when supporting cast iron and asbestos cement pipes in order to ensure that the settlement and building movement do not break the pipe joints.

Where piping anchors are supplied, they shall be fixed to the main structure only. Details of all anchor design proposals shall be submitted to the Engineer for approval before erection commences.

The Sub-contractor when arranging his piping shall ensure that no expansion movements are transmitted directly to connections and flanges on pumps or other items of plant.

The Sub-Contractor shall supply flexible joints to prevent vibrations and other movements being transmitted from pumps to piping systems or vice versa.

2.1.21 SANITARY APPLIANCES

All Sanitary appliances supplied and installed as part of the Sub-Contract works shall comply with the general requirements of B.S. Specification.

2.1.22 PIPE SLEEVES

Main runs of pipework are to be fitted with sleeves where they pass through walls and floors. Generally the sleeve shall be of P.V.C. except where they pass through the structure, where they shall be mild steel.. The sleeves shall have 6mm - 12mm clearance all around the pipe or for insulated pipework all around the installation. The sleeve will then be packed with slag wool or similar.

2.2 INSTALLATION

2.2.0 GENERAL

Installation of all pipework, valves, fittings and equipment shall be carried out under adequate supervision from skilled staff to the relevant codes and standards as specified herein. The Sub-contractor shall be responsible to the Main contractor for ensuring that all builders work associated with his piping installation is carried out in a satisfactory manner to the approval of the Engineer.

2.2.01 ABOVE GROUND INSTALLATION

(a) Water Services

Before any joint is made, the pipes shall be hung in their supports and adjusted ensure that the joining faces are parallel and any falls which all be required are achieved without springing the pipe.

Where falls are not shown on the contract Drawings or stated elsewhere in the Specification, pipework shall be installed parallel to the line of the buildings and as close to the walls, ceilings, columns etc., as is practicable.

All water systems shall be provided with sufficient drain points and automatic air vents to enable them to function correctly. Valves and other use equipment shall be installed with adequate access for operation and maintenance. Where valves and other operational equipment are unavoidably installed beyond normal reach or in such position as to be difficult to reach from a short stepladder, extension spindles with floor or wall pedestals shall be provided.

Screwed piping shall be installed with sufficient number of unions of facilitate easy removal of valves and fittings, and to enable alterations of pipework to be carried out without the need to cut the pipe.

Full allowance shall be made for the expansion and contraction of pipework, precautions being taken to ensure that any force produced by the pipe movement are not transmitted to valves, equipment or plant.

All screwed joints to piping and fitting shall be made with P.T.F.E. Tape.

The pump shall maintain the test pressure for about one hour and if there is any leakage, it shall be measured by the quantity of water pumped into the main in that time. A general leakage of one gallon per 25mm of diameter, per 1.6 kilometres per 24 hours per 30 metres head, may be considered reasonable but any visible individual leak shall be repaired.

(b) Sanitary Services

Soil, waste and vent pipe systems shall be installed in accordance with the best standard of modern practice as described in B.S. 5572 to the approval of the Engineer.

The Sub-contractor shall be responsible for ensuring that all ground floor waster fittings are discharged to a gully trap before passing to the sewer via manhole.

The Sub-contractor shall provide all necessary roding and inspection facilities within the draining system in position where easy accessibility is available.

Where a branch requires roding facilities in a position to which normal access is unobtainable, then that branch shall be extended so as to provide a suitable purpose made roding eye in the nearest adjacent wall or floor to which easy access is available.

The vent stacks shall terminate above roof level and where stack passes through roof, a weather skirt shall be provided. The Sub-contractor shall be responsible for sealing the roof after installation of the stacks.

The open end of each stack shall be fitted with a plastic coated, or galvanised steel, wire guard.

Access for roding and testing shall be provided at the foot of each stack.

(c) Sanitary Appliances

All Sanitary appliances associated with the Sub-contract works shall be installed in accordance with the best standard of modern practice as described in B.S. 5572 to the approval of the Engineer.

2.2.02 UNDERGROUND INSTALLATION

(a) General

All underground water and drainage service installations shall be carried out in accordance with the best Standard of modern practice as described in C.P. 301 AND C.P. 310 respectively and the following clause.

(b) Sequence of Operation for Underground Service Installation

(1) Setting out

As described in B.S. Code of Practice 301 Clause 502.

(2) Breaking Up Surface (If in Roads)

As described in B.S. code of practice 301 Clause 503.

(3) Excavation and Timbering

As described in B.S. code or practice 301 Clause 503 and the following:-

Excavation shall be made to such depths and dimensions as may be required by the Engineer to obtain prior falls and firm foundations. No permanent construction shall be commenced on any bottom until the excavation to the correct level with concrete I : 4 : 8 to 38 mm maximum aggregate sizes.

The Sub-contractor's price shall have included for excavating in all materials met with, for trimming bottoms to the necessary falls and for any extra excavation required for planking, strutting and working space.

The Sub-contractor shall keep the whole of the trenches or other excavation free from water and shall execute such works and install such pumps as may be necessary to keep the excavation dry at all times.

No sub-soil water shall be discharged into the sewage system without written permission of the Engineer.

(4) Laying of Concrete Beds or Other Support for Pipes (if required)

As described in B.S. code or practice 301 clauses 504 and the following:-

All drains below buildings and roads shall be encased in concrete 150mm thick.

Concrete beds and supports shall be concrete I:3:6 to 25mm maximum aggregate size.

(5) Pipe Laying and Jointing

Drainpipe shall be laid and jointed as described under B.S. code of practice 301 Clause 505.

Pitch fibre drain pipe shall be laid, jointed and cut in accordance with the requirement or the Note contained under Appendix C of B.S. 2760.

Water pipes shall be laid and jointed as described under B.S. code of practice 310, clause 401, 402, 403 and 404.

(6) Manholes

(1) General

All manholes provided under the Sub-contract works shall be constructed or approved materials and in an approved manner.

All manholes shall be watertight and if constructed of brickwork, solid blockwork or stonework, they shall be rendered internally with a cement mortar of at least 12mm thickness and finished with a smooth surface.

The sides of all channels in every manhole shall be brought up vertically to a height of not less than the diameter of the drain and shall be benched in good concrete from the top of the channels at an angle of 30 degree to the horizontal and floated to a smooth hard surface with a coat of I:I cement mortar.

In all other respects, manholes shall be constructed in accordance with B.S. code of practice 301.

(ii) Rectangular and Square Manholes

Rectangular and square straight through manholes shall be constructed from brickwork, solid blockwork, stonework and concrete to comply with the following minimum internal dimensions (millimetres).

Depth Ground Outgoing	below of Invert	Internal Access Dimensions L X W	Size of Main Shaft Diameter	Internal Chamber Dimensions L X W	Height Chamber above Benching	of Wall Thickness
Up to 740	-	-	100 to 150	610x460	-	150
Up to 740	-	-	230 to 460	760x760	-	150
Up to 1200	-	-	100 to 150	760x760	-	150
160 to 1200	-	-	230 to 460	910x910	-	150
1220 to 1800	-	-	100 to 150	910x910	-	150
1220 to 1800	-	-	230 to 460	1070x910	-	150
1830 to 4550	760x760	100 to 150	1370x910	1370	230	
1830 to 4550	760x760	230 to 460	1370x1070	1370	230	
4570 & Over	760x760	100 to 150	1370x1140	1680	230	
4570 & Over	760x760	230 to 460	1370x1140	1680	230	

When branches are connected into the manhole, the length and width dimensions of the chamber shall be increased as follow:

-

Length

Branch Diameter

100mm 300mm/branch on the side with most branches.

150mm 380mm/branch on the side with most branches.

230 and 300mm 460mm/branch on the side with most branches.

460mm 610mm/branch on the side with most branches.

Width

Branch Diameter

100mm to 300mm for each side with branches plug

160mm 460mm or the diameter of the main drain which ever is the greater.

(iii) Precast Concrete Circular Manholes

Where specified straight through precast concrete manholes shall be manufactured and constructed to comply with B.S. 556 and the following dimensional requirements, (Dimensions in Millimetres).

Depth Ground Of Outgoing Invert	Internal Access Shaft Diameter	Size Main Channel Diameter	Chamber Diameter	Height Chamber Above Benching
Up to 740	-	100 to 460	910	-
760 to 2410	-	100 to 460	1070	-
2440 to 4550	760	100 to 460	1220	1370
4570 & over	760	100 to 460	1370	2680

When branches are connected into manholes the internal diameter of the chamber shall be increased, as necessary, up to a maximum chamber diameter 1830mm.

(iv) Step Irons and Covers

Access shaft to manhole of depths greater than 760mm shall be provided with approved step irons as suitable intervals.

Every manhole or manhole access shaft shall be fitted with a removable airtight cast iron cover to adequate size and strength, fixed in a manner that prevents surface water gaining access into the drainage system.

Cast manhole covers and frames shall be manufactured in accordance with the requirements of B.S. 497 and shall generally fall into the following categories:-

Heavy Duty	:	For Carriageways
Medium Duty	:	For Footpaths
Light Duty	:	For domestic premises or other places where they do not have to carry wheeled traffic.

(v) Back Drop Connections

Where the level of the branch drain entering the manhole is higher than can be suitably accommodated by the normal type benching, then the branch drain shall be connected to the manhole by means of a back drop or practice 301.

(vi) Channels

Where the branch channel connects to the main channel in the manhole, the invert of the branch channel shall be a minimum of 38mm higher than the main channel.

(7) Testing of Pipelines

After pipelines are connected up and joints have been sealed, the pipeline shall be tested before pipes are, if required, hunched or surrounded in concrete.

Methods of testing and inspection shall be in accordance with Clause 4 of the Specification.

(8) Concrete Bedding, Hunching and Surround

Concrete bedding, hunching and surround shall be provided as necessary or where called for by the Engineer in accordance with the requirements laid down in B.S. code of Practice 301, Clause 310.

(9) Backfilling

Backfilling of trenches, heading and around manholes shall be carried out in accordance with the methods described in B.S. code of practice 301, clause 508.

(10) Reinstatement of Surface

Following the final backfilling of all trenches, headings, and manhole surrounds, the surface of the excavated areas shall be fully reinstated to the approval of the Engineer.

Where excavation have been carried out in public highways or other areas are not forming part of the site, the Sub-Contractor shall be deemed to have allowed in his price for all charges associated with the temporary and final reinstatement requirements of the local of highway Authority, whether this is carried out by the Sub-contractor or by the Authority concerned.

No Claims for extra in this respect will be accepted.

(11) Sewer Connection

The Sub-contractor shall pay all charges associated with the connection by the local Authority of the drainage to the Main sewer, including necessary reinstatement.

2.3 TESTING AND INSPECTION

2.3.01 SITE TESTS - PIPEWORK SYSTEMS

(a) Underground Water Mains

After laying, jointly and anchoring, the main shall be slowly and carefully charged with water, so that all air is expelled and allowed to stand full for three days before testing under pressure.

A long main shall be tested in section as the work of laying proceeds and all joints shall be exposed for inspection during the testing.

The open end of the main may be temporarily closed for testing under moderate pressure by fitting a water pipe expanding plug, of which several types are available. The end of the main and the plug should be secured by struts or otherwise, to resist the end thrust of the water pressure in the main.

If the section of main terminates with a sluice valve, the wedge of the valve shall not be used to retain the water, instead the valve shall be fitted temporarily with a blank flange, or if a socket valve with a plug and the wedge shall be placed in the open position while testing. The Sub-contractor shall provide suitable end support to withstand the end thrust of the water pressure in the main.

(b) Above Ground Internal Water Services Installation

All water service pipe system installed above ground shall be tested hydraulically for a period of one hour to not less than one and half times the design working pressure.

If preferred, the Sub-contractor may test the pipelines in section. Any such section found to be satisfactory need not be the subject of a further test when system has been completed, unless specifically requested by the Engineer.

During the test, each branch and joint shall be examined carefully for leaks and any defects revealed shall be made good by the Sub-contractor and the section re-tested.

The Sub-contractor shall take all necessary precautions to prevent damage occurring to special valves and fittings during the tests. Any item damaged shall be repaired or replaced at the Sub-contractor's expenses.

(c) Underground Drainage System

A site test shall be carried out on all drainage pipes before concrete hunching or surrounds are applied. These tests shall be carried out preferably from manhole to manhole.

Short branch drains connected to a main drain between manholes shall be tested as one system with the main drain. In long branches a testing junction shall be inserted next to the junction with the main drain and the branch tested separately. After the test has been passed, the testing junction shall be effectively sealed..

All tests on underground drains shall be permitted on cast iron drains at the discretion and to the approval of the Engineer.

Water tests shall be carried out in accordance with the methods described under B.S. code of Practice 301, Clause 601, (b) and (c) and the test pressure shall not be less than 1,520mm head at the highest point in the pipe section and not more than 10,360mm head at any point in the section.

The test pressure shall be maintained for a period of one hour during which time the pipe and joints shall be inspected for sweating and leakage. Any leak discovered during the tests shall be made good by the Sub-contractor and the section re-tested.

In addition to pressure tests, drainpipe runs shall also be tested for straightness where applicable. This test shall be carried out in accordance with one of the two methods described in B.S. Code of Practice 301, clause 601 (e).

Testing of manholes shall be carried out in accordance with the methods described under B.S. code of Practise 301, clause 601 (f).

(d) Above Ground Soil Waste and Ventilation System

All soil, waste and ventilating pipe system forming part of the above ground installation, shall be given appropriate test procedures as described in B.S. 5572 1972.

Smoke tests on above ground soil, waste and ventilating pipe system shall not be permitted.

Pressure tests shall be carried out before any work, which is to be concealed, is finally enclosed.

In all other respects, tests shall comply with the requirements of B.S. 5572.

2.3.02 SITE TEST - PERFORMANCE

Following satisfactory pressure test on the pipework system, operational tests shall be carried out in accordance with the relevant B.S. code of practice on the systems as a whole to establish that special valves, gauges, control, fittings, equipment and plant are functioning correctly to the satisfaction of the Engineer.

All hot water pipework shall be installed with preformed fibre glass lagging to a thickness of 25mm where the pipe runs above a false ceiling or in areas where the ambient temperature is higher than normal with the result that pipe "seating", due to condensation will cause nuisance.

All lagged pipes which run in a visible position after erection shall be given a canvas cover and prepared for a painting as follows: -

- (i) Apply a coating of suitable filler until the canvas weave disappears and allow drying.
- (ii) Apply two undercoats of an approved paint and finish in suitable gloss enamel to colours approved by the Engineer.

All lagging for cold and hot water pipes erected in crawl ways ducts, and above false ceiling which, after erection are not visible from the corridors of rooms, shall be covered with a reinforced aluminium foil finish and banded in colours to be approved the Engineer.

In all respects, unless otherwise stated, the hot and cold-water installation shall be carried out in accordance with the best standard of modern practice and described in C.P. 342 and C.P. 310 respectively to the approval of the Engineer.

The test pressure shall be applied by means of a manually operated test pump or, in the case of long main or mains or large diameter, by a power driven test pump or, in the case of long main or mains or large diameter, by a power driven test pump which shall not be left unattended. In either case precautions shall be taken to ensure that the required pressure is not exceeded.

Pressure gauges should be recalibrated before the tests.

The Sub-contractor shall be deemed to have included in his price for all test pumps, and other equipment required under this clause of the specification.

The test pressure shall be one and a half times the maximum working pressure except where a pipe is manufactured from a material for which the relevant B.S. specification designates a maximum test pressure as in the case of cast or spun iron pipes, where the test pressure should not exceed 120, 180 and 240 metre/head of clause B, C or D pipes, respectively.

2.4.0 STERILIZATION OF HOT AND COLD WATER SYSTEMS

All underground water mains and above ground water distribution system, cisterns, tanks, calorifiers, pumps , etc shall be thoroughly sterilized and flushed out after the completion of all tests of all tests and before being fully commissioned for handover.

The sterilization procedures shall be carried out by the Sub-Contractor in accordance with the requirements of B.S. code of practice 310, clause 409, to the approval of the Engineer.

2.5.0 WATER MAINS

2.5.1 Piping

All piping shall be plain ended and suitable for use with flexible mechanical couplings (e.g. Viking Johnson, Dresser or Gibault). Steel pipes shall comply with B.S. 534 - Galvanised Steel Pipes for distribution system shall comply with B.S. 1387 - 1967 medium tubes and be supplied with flanges on pipes 75mm diameter and over.

On pipes less than 75mm diameter pipes shall be screwed and socketed, unless otherwise stated.

2.5.2 uP.V.C. Pipes

uPVC piping shall be in accordance with B.S. 3505:1968.

The maximum sustained working pressure to which the pipes and fittings will be subjected is based on water at a temperature of 20°C .

The Contractor shall submit full details of the colour of the pipe he intends to supply. The colour of the pipe shall be such as to meet the requirements of Clause 2 `Material` and Clause 8.5 `Opacity` of B.S. 3505.

The pipes up to and including 50mm diameter shall be of solvent weld type. the pipe shall be supplied with interchangeable sockets pre-formed at the factory and of such internal diameter that it takes the plain end of the pipe with same nominal diameter.

The joint shall sustain the end thrust to which the pipe shall be subjected. The Contractor shall supply sufficient quantity of the cleaner and adhesive which shall be required to make the joints with the pipes.

The pipes of 75mm diameter and over shall consider of a grooved socket at one end of the pipe. The socket shall be designed to give a clearance fit on the outside diameter of the parent pipe. The sealing medium that shall seat in the groove shall be a rubber ring.

If the formation of the socket and groove results in the thinning of the original wall thickness of the pipe, it shall be compensated for by shrinking on to the outside of the socket area as reinforcing sleeve of the same material as the pipe.

The socket and groove shall incorporate no sharp angles where the stress points are created.

The joint shall take 10% deformation of the spigot at the point where it enters the socket without leakage from the pipe when subjected to the test pressure specified for the pipe. Thermal expansion of the pipe shall be accommodated in the joint. The joint shall be capable of lineal deflection up to 30o

The sealing ring shall be of first grade natural rubber and the physical properties of the mix shall meet the requirements of B.S. 2494.

The Contractor shall supply sufficient quantity of any lubricant or other material that shall be needed to make the joint, which shall be assembled by hand.

The fittings shall have the same type of joint as for the pipes to be used. The Contractor shall submit full details of the materials, dimensions and test pressures of the fittings offered.

Precautions shall be taken to avoid damage of the pipes and fittings.

In handling and storing the pipes and fittings, every care shall be taken to avoid distortion, flattening, scoring or other damage. The pipes and fittings shall not be allowed to drop or strike objects. Pipe lifting and lowering shall be carried out by approved equipment only.

Special care shall be taken in transit, handling and storage to avoid any damage to the ends.

All jointing of pipes and fittings shall be carried out strictly in accordance with the manufacturer's instructions.

2.5.3 Manufacturer's Instructions

The Contractor shall be responsible for obtaining copies of any manufacturer's instructions for pipe jointing and shall familiarise himself and his employees with these instructions.

All necessary tools and equipment required for the laying, jointing and testing of pipes and joints shall be provided by the contractor at no extra cost.

2.5.4 Fittings and Specials for Galvanised Steel Pipes.

All special shall be of such dimensions will mate with piping supplied. Screw down stop valves shall comply with B.S. 1010. Specials shall comply with B.S. 1740.

2.5.5 Flanged Adaptors and Flanges

Flanged adaptors shall be piece suitable for connecting a flanged sluice valve to the type of piping supplied. All flanges or special shall conform to B.S. 10 part 1 and shall be drilled to Table `C` and machined across the faces. The flanged adaptors shall comply with B.S. 78 and B.S. 3961:1965. All P.V.C. flanges shall be supplied with metal backing rings, jointing of flanges shall be carried out using the joint rings, bolts and washers as necessary.

2.5.6 Tees

The spigot ends of all tees shall be suitable for connection to the pipework supplied using the aforementioned flexible mechanical joints and branches shall be flanges drilled to B.S. 10 Table `C`.

2.5.7 Hydrants

The hydrants shall comprise a 75mm sluice valve and a 75mm Duckfoot bend with gunmetal screw connection to details shown on the detailed drawings. These specials shall comply with the requirements of B.S. 750: 1964.

2.5.8 Gate Valves

All gate valves 80mm nominal bore above, other than those required for fitting to buried water mains shall be of cast iron construction in accordance with the requirements of B.S. 3463. All gate valves required for fitting to buried water mains shall be of cast iron construction in accordance with the requirements of B.S. 1218.

All gate valves up to and including 65mm nominal bore shall be of bronze construction in accordance with the requirements of B.S. 1952.

The pressure classification of all gate valves shall depend upon the pressure conditions pertaining to the Site of Works.

2.5.9 Air Valves

Air valves shall be of cast iron conforming to B.S. 1452 Grade 14. They shall be suitable for working pressures not less than that specified for the class of pipe to which they are connected.

2.5.10 Ball Float Valves

Ball float valves shall be to B.S. 1212 Parts 1 and 2 shall be suitable for a working pressure not than the working pressure for the class of pipe specified for connection to the ball float valve.

2.5.11 Non-Return Valves

Non-return valves shall be of cast iron with flanges and shall conform to B.S. 4090:1966.

2.5.12 Stop Cocks

Stopcocks up to 50mm diameter shall be brass and shall conform to B.S. 1010 Part 1 : 1959 Part 2 : 1973.

2.5.13 Rubber and Insertion Jointing

Rubber and Insertion Jointing for flange joints shall comply with B.S. 2494 Part 1 and no jointing rings shall be used in the Contract, which have not been supplied by manufacturers approved by the Engineer.

2.5.14 Bituminous Paints

All bituminous or tar paints for protection of buried steel bolts, pipes, specials etc. shall be the best of their respective kinds manufactured by approved makers.

2.5.15 Steel Pipe and Fittings for Rising Main

All piping shall be plain ended and suitable for used with flexible mechanical couplings (e.g.viking johnson, Dresser). The grade of steal used shall comply with the requirements of B.S. 3601: 1964. Pipes shall be welded or seamless and shall conform to B.S. 534: 1966 or an equivalent acceptable standard.

All pipes shall be externally and internally protected with bitumen in accordance with clauses 5.4 and 5.5 of B.S. 534:1966.

The external protection shall be reinforced with oven glass cloth glass tissue wrapping or by other approved material. All sheathed or wrapped pipes, fittings and specials shall be protected during transit by straw, wood wool or by other approved material.

The ends of all bitumen lined pipes, fittings and specials shall be closed by means of discs or other suitable covers firmly held in place.

2.5.16 Drain-Off Taps, Stop Valves for Water Services

Fittings for mains of size 50mm or under shall comply with B.S. 1010. Samples must be submitted to the Engineer for approval prior to installation of fittings.

2.5.17 Storage of Plants and Materials

The Contractor shall, at his own expense, make arrangements for dumps along the route of the pipe line for storage of pipes, his plant and materials, to suit his own convenience, but such arrangements shall be subject to the Engineer's approval.

2.5.18 Loading, Handling and Conveying of Pipes

The Contractor shall before commencing to lay the pipes, valves or other materials examine them and ascertain that they are in perfectly sound condition and he shall be responsible for any pipes, valves and other materials, which may be found damaged after laying. The stocking of pipes and specials on site, loading and unloading etc. shall be carried out to the satisfaction of the Engineer.

2.5.19 Interference with Fences, Drains, Pipes, Property etc

The Contractor shall ensure the proper reinstatement of fences, drains, telephone lines, K P & L. cables etc. where affected by his work. All services shall be adequately protected and propped to the satisfaction of the Engineer. The Contractor shall be liable for any damage caused to the services due to his failure to provide adequate protection.

2.5.20 Method of Excavation

- (a) The Contractor shall excavate the pipe trenches in the line and to the depths indicated by the Engineer. Except where otherwise indicated on the Drawings or directed by the Engineer, it is intended that the trench shall be excavated to such a depth as will allow of a minimum cover of 500mm over top of the barrel of the pipe when laid plus or minus a tolerance of 75mm either way. All trenches shall be excavated in open cuttings.
- (b) Where the trench passes through grassland, arable land or garden, whether enclosed or otherwise, the turf, if any, shall be pared off and stacked, and the productive soil shall be carefully removed for a width of 600mm greater than the nominated trench width or equal to the overall width of track of the excavating machine, whichever is greater, and laid aside to be subsequently used in reinstating the surface of the ground after the trench has been refilled.
- (c) The bottom of the trench shall be properly trimmed off, and all low places or irregularities shall be levelled up with fine material. Where rock or large stones are encountered, they shall be cut down to a depth of at least 75mm below the level at which the bottoms of the barrel of the pipes are to be laid, and covered to a like depth with materials, so as to form a fine and even bed for the pipe.
- (d) Joints holes shall be excavated to suit minimum dimensions as will allow the joints to be well and properly jointed.
- (e) The pipe trench shall be kept clear of water at all times.

- (f) The Contractor shall, wherever necessary by means of timbering, or otherwise support the sides of the trench so as to make them thoroughly secure, and afford adequate support to adjoining roads, lands, buildings and property, during the whole time the trench remains open and shall remove such timbering or other work shall be deemed to be included in the rates for excavation. In case the Contractor is instructed by the Engineer to leave any portion of such timber in position, he will be paid for it accordingly.
- (g) The clear width inside the timbering in the case of single pipes shall be at least 320mm in excess of the external diameter of the pipe being laid, in order to allow it to be freely lowered into position, in the trench without damage to the external protection.
- (h) Where more than one pipe is to be laid parallel, then the clear width inside the timbering shall be at least 520mm in excess of the combined external diameters of the pipes.
- (i) Should the excavation be taken out to a greater depth than is specified the bottom shall be made good to the correct level with Mix 1:3:6 concrete or other materials approved by the Engineer. No payment shall be made for any other excavation carried out by the Contractor and the cost of filling up to required levels.
- (j) If a mechanical excavator is used by the Contractor, he shall indemnify the Employer against all claims for damage that in the opinion of the Engineer, may be caused by the use of this plant. When a mechanical excavator is used the bottom 230mm of excavation shall be got out by hand to ensure an even bed for the pipes.

2.5.21 Main Laying

Mains shall be laid in straight lines and/or smooth curves as indicated on the Drawings. The vertical profile of the pipes shall be to even gradients. Any pipes not so laid shall be removed if so directed by the Engineer, and relaid in proper manner at the Contractor's expense.

In laying the pipes and specials care shall be taken not to damage the protective linings and the pipes shall be handled with tackle as directed by the Engineer.

The pipes and specials shall be slung and sounded with hand hammer for flaws before they are lowered into the trench. After the pipes or specials have been checked they shall be cleaned internally and carefully lowered into trench and set to proper gradient and line so that there is a continuous rise from each washout to air valve.

2.5.22 Temporary Bench Marks and Sight Rails.

The Contractor shall fix Sight Rails for use with boning rods at intervals of not more than 65 metres and temporary Bench Marks related to the Survey of Kenya Datum shall be provided at intervals as directed by the Engineer.

2.5.23 Curves and Bends

Large diameter curves of main shall wherever possible be formed by giving a set not exceeding 30 to each joint, bends being used only where large diameter curves are not possible.

2.5.24 Cutting of Pipes

The Contractor shall, subject to approval of the Engineer, cut pipes to such lengths as directed. Pipes should be cut off clean and square with the axis. Cuts should be made with an approved from the rotary cutting machine, but the Engineer may approve cutting by oxyacetylene cutters.

2.5.25 Flanged Joints

In laying pipes and specials with flanged joints, flanges shall be brought together and bolted with the faces absolutely parallel. A rubber jointing ring 3mm thick shall be used in each flange joint and one washer with each bolt. The ring shall be a strip ring lying within the bolt circle and a full flange width ring.

The bolts shall be tightened up gradually and equally in the customary manner in order to distribute the stress evenly over the flange. If it is found necessary to slightly from the normal run of the flange piping, the deflection shall be obtained by means of bevelled gunmetal ring washer between the flanges.

2.5.26 Surface Boxes

Sluice valves, air valves and fire hydrants shall be covered with Surface Boxes in accordance with details as shown on the Drawings. In roads and footpaths the boxes shall be laid flush with the surface.

2.5.27 Fixing of Valves, Air Valves and Washout Pipes.

The Contractor shall fix the sluice valves, air valves, washout pipes complete with iron casing for spindles and surface boxes in accordance with and in position shown on the Drawings. As far as possible the cutting of pipes for this should be avoided.

2.5.28 Support and Anchor Blocks

Concrete mix 1:3:6 shall be placed around and against bends and other specials in trenches.

2.5.29 Colour Coding

All underground pipes are to be wrapped with adhesive plastic tape at each meter in colours blue for drinking water and green for untreated water. All pipework above ground and valves in valve chambers and pits are to be painted in similar colours.

2.5.30 Lettering

- a) The lettering for sluice valves, fire hydrants, air valves and washout abbreviated SV, FH, Av and WO respectively shall be in accordance with the detail shown on the Drawings and colour coded as detailed hereafter:-

Untreated water: White lettering on green background

Drinking water: White on blue background

Fire Hydrant: White lettering on yellow background

2.5.31 Testing

- (a) The test pressure shall be one and a half the maximum working pressure except where a pipe is manufactured from a material for which the relevant B.S. Specification designates a maximum test pressure should not exceed 120, 180 and 240 metre/head for Clause B, C or D pipes, respectively.

The pump shall maintain the test pressure for about one hour and if there is any leakage, it shall be measured by the quantity of water pumped into the main that time.

- (b) When a section of the main has been jointed, the ends shall be closed with caps, plugs, or flanges, which must be strongly strutted against a solid surface to the satisfaction of the Engineer. The trench shall be properly backfilled and rammed as hereinafter specified and as shown on the Drawings, for its whole length so as to cover the main to a depth of not less than 500mm, except at the joint holes which shall be kept clear of all backfilling, if necessary by the use of timbering, so that each joint is left fully exposed for inspection. No backfilling will be permitted before testing of each section.

As long a section of main as possible shall be tested at one time subject to the maximum length of open trench approved by the Engineer or permitted by the Highway Authority, and the test shall be carried out within 12 working days of the completion of such sections of mains.

Where a main is laid across a road or in such a position as to interfere seriously with the normal use of the road, the Contractor may, with the consent of the Engineer and at his own risk, fill in such joint holes as may be necessary.

He shall, at his own expense, re-excavate any or all joint holes necessary to locate a leak and carry out repair work should the results of his hydraulic test prove unsatisfactory.

The section shall then be filled with mains water, great care being taken to drive out all air through air valves, ferrules or otherwise to the approval of the Engineer.

- (c) After the section to be tested has been charged and all air liberated it shall standing under moderate pressure for several days' final airing.

The leakage from the mains and connections from each section tested shall not exceed 4 litres of water per 25mm diameter of main, per 2 km. length each 24 hours, every 30 metres head of pressure, and any visible individual leak shall be repaired.

To determine the rate of leakage, the Contractor shall furnish a suitable hydraulic test pump, pressure gauge, connections and water meter or other appliance, for measuring the amount of water pumped.

If the leakage were at a greater rate than that specified, the Contractor should re-excavate the trench where necessary and shall remake the joints and replace defective work until the leakage shall be reduced to the allowable amount.

- (d) The Employer shall charge the Contractor the cost of any couplings required to join up tested lengths of main if, in the Engineer's opinion, greater lengths could reasonably have been tested or if failure under test requires the pipe to be cut, or other methods of laying should have been adopted.

The Contractor shall supply water used by the Contractor in testing the main. The Contractor shall carry out all work, which may be necessary for making temporary connections to the existing mains to obtain water for testing at his own expense.

- (e) In carrying out the test for water tightness the Engineer only shall authorise the operation of all valves, but the Contractor shall provide all the necessary labour to assist in the opening and closing of the valves to the Engineer's instructions, and he shall allow in his prices for all his expenses in connection with testing on completion.

The Engineer shall be the sole judge of water tightness.

2.5.32 Cleansing And Sterilizing The Main

When a pipeline is complete and where applicable, has successfully passed the test, it shall be thoroughly washed out using, if possible, an open end. Thereafter it shall be sterilized by being filled with a suitable solution containing not less than 20 p.p.m. of free available Chlorine or such other sterilizing agent as the Engineer shall approve. After standing for 24 hours the main shall again be washed out and refilled with mains water prior to the taking of Bacteriological samples.

The Contractor shall provide all necessary stop-ends fittings and chemicals for this work.

Emptying and washing out of the pipes shall be done in such a manner as not damage the trench or cause undue flooding of the vicinity, and the Contractor shall supply and use such piping, specials and/or hose as may be necessary to facilitate the flow of water to the nearest drain or watercourse. Water used for washing out and sterilizing will be supplied by the Employer.

Before any section of the main is put into use a bacteriological sample or samples will be taken by the Engineer's Representative and only on receipt of a satisfactory Certificate from the Medical Research Laboratory of the Employer will the main or section of main be permitted to be put into supply and be considered as having been substantially completed.

Any expenditure involved in providing facilities or materials for the taking of samples shall be included in the Contractor's tendered rates and the Engineer will specify and shall be the sole judge as to the number of samples required and the points at which they are to be taken.

The cost of the Bacteriological Examination will be borne by the Employer but if the sample and samples are not satisfactory the cost of any subsequent analyses will be borne by the Contractor.

2.5.33 Clearance of Site

The Contractor shall remove all surplus pipes, specials and other fittings from the site as directed by the Engineer. The site of works shall be levelled and all surplus excavation, debris, cut trees or bushes shall be carted to approved tip sites.

2.5.34 Existing Installations

(a) Cold Water

Where pipes for cold water are to be connected up to existing installations, the condition of the existing installation is to be reported to the Engineer in order to establish if part of the existing installation is to be replaced.

(b) Sanitary Fittings

Where existing sanitary fittings are to be removed or replaced, the fitting is to be removed with outmost care and fittings and taps to be handed over to the client.

(c) Sealing Off Existing Drains and Manholes

Existing foul, surface water and subsoil drains exposed during progress of work are to be recorded and reported for investigation by the Architect. Where not required to be removed, seal off with concrete or grout solid as directed. Seal off connection to manholes, demolish walls to 500mm below surrounding ground level and fill remainder of manhole with consolidated approved rubber and cover to level of surrounding ground as directed.

2.6.0 COLD WATER STORAGE TANKS

Cold-water storage tanks shall include the ball valves and connectors for inlet, supply, washout, and overflow and may also include fire reel system supply pipe. The Sub-Contractor shall also include in his pricing the price of the overflow and amount pipes to a place to be indicated by the Engineer. He shall also include the washout valve.

Where paint is required the Sub-Contractor shall use the paint, which will not be toxic.

The tanks shall be manufactured to the following British Standards:-

- (a) Galvanised Mild Steel tanks to BS 417
- (b) Sectional Steel tanks to BS 1564

Where non-standard sizes shall be used, they shall be manufactured to the relevant standard but with the approval of the Engineer.

2.7.0 WATER HEATERS

Electrically Heated

Non-pressure and low-pressure types domestic electric water heaters shall comply with B.S. 843: 1964, high-pressure types shall be of a Standard not less than the appropriate B.S.

Domestic heaters shall, if nothing else is pacified, be supplied with 25mm thick fibre glass lagging and enclosed in the corrosion-proofed steel, finished in white stove enamel and be similar to manufactured `HEATRAE`.

Electric thermostatically controlled immersion heaters shall comply with B.S. 3456: Section A8:1963 and C.P. 324. 202:1948.

Purpose made storage water heaters of the specified sizes shall comply with B.S. 853 and shall be to the specified working and test pressure. The heaters shall be provided with all necessary bosses, coils etc., and shall be hot dip galvanised after manufacture. Insulation shall, if nothing else is specified, be fibreglass to the specified thickness with finish suitable for painting.

Domestic heaters for floor mounting shall, if not provided with legs, be mounted on a minimum 100mm high concrete plinth.

Floor mounted purpose made heaters shall be provided with minimum 225mm high legs of sufficient strength welded to the heaters and to suitable floor plates before galvanising. Wall mounted heaters shall be supplied with all necessary brackets.

PART C
PARTICULAR SPECIFICATIONS
FOR
PLUMBING, DRAINAGE AND FIRE FIGHTING INSTALLATIONS

PART C
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FOR
PLUMBING, DRAINAGE AND FIRE FIGHTING INSTALLATIONS

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PART C
PARTICULAR SPECIFICATIONS
FOR
PLUMBING, DRAINAGE AND FIRE FIGHTING INSTALLATIONS

3.1 INTRODUCTION

These specifications cover the execution of Plumbing, Drainage and Fire Fighting Installations and should be read in conjunction with other relevant specifications, drawings and contract documents issued to the contractor in conjunction with the Sub- Contract.

3.2 INCLUDED IN THE SUB-CONTRACT

The works include, unless otherwise specified, supply, delivery, installation, testing and commissioning, cleaning-up and setting to work all the installations described in the specifications and as shown on the contract drawings.

The provisions of all labour, materials, tools, instruments, testing apparatus and scaffolding necessary to execute the work in a first class manner, even such labour, materials, instruments or apparatus which are not specifically mentioned in the contract but are necessary for the satisfactory completion of the works, including such elements as:

-
- Cold Water supply pipework and fittings to the water storage tanks from the existing water mains,
- Water storage tanks complete with all necessary covers, fittings, washout and overflow pipes and supports. The Sub-Contractor is expected to take the overflow and washout pipes to a reasonable discharge point,
- the water supply pipework to the functional and sanitary fittings as shown on the drawing plus the necessary fixing, supporting and jointing materials from the water storage tanks,
- The sanitary and operational fittings together with the fixing, supports and jointing to the supply and discharge pipes.
- The waste and soil pipework from the sanitary and operational fittings to the first manholes including all fixing, supports and jointing materials.
- All cutting away and all making good will, if nothing else is specified, be carried out by the Main Contractor but it will be the responsibility of the Sub-Contractor to ensure that this work is kept to a minimum, be responsible for the correct marking out of all chases and holes; and will provide all necessary details to the Main Contractor.
- The Sub-Contractor shall also be responsible for ensuring that runs for floor or wall chases, holes to be cut or left will be marked out at the appropriate stage of the structural work.

- The sub-contractor shall undertake all notifications demanded by the Authorities in order to comply with current regulations and produce all certificates, if any, from the authorities without extra charge.
- The Sub-Contractor shall as part of his Tender supply all necessary information such as manufacture, catalogue or type numbers, brochures or copies of catalogue pages, weight, and all other relevant information which are necessary to classify the equipment tendered for.
- All other materials, labour, tools, instruments, scaffolding, etc. which are necessary for final completion in a first class manner of the plants to the Engineers satisfaction. Excluded are only materials and workmanship especially mentioned herein as "Excluded from this Sub-Contract".
- The Sub-Contractor shall include for cables, pipes, etc from central facilities to working area.
- Provide the Engineer for his approval complete working and manufacturing drawings as specified.
- Commissioning and testing of the plants as specified.
- Supply of complete operation and maintenance manuals as specified as well as adequate instruction of the Client's maintenance personnel as specified.
- The Sub-Contractor shall include for full maintenance during initial maintenance period as specified.

3.3 **EXCLUDED FROM THE SUB-CONTRACT**

- All concrete works, inclusive of necessary holes, plinths, etc.
- All block work inclusive of necessary holes (to be marked by the Sub-Contractor) etc.
- All electrical wiring up to and inclusive of isolators and switchboards.
- The Main Contractor will provide central located facilities for supply of water and power during the construction period.

3.4 **EXTENT OF THE SUB-CONTRACTOR'S DUTIES**

At the commencement of the work, the Sub-Contractor shall investigate and report to the Engineer if all materials and equipment to be used in the work, and not specified as supplied by others, are available locally. If not available, the Sub-Contractor shall at this stage place orders for the materials in question and copy the orders to Architect and/or the Engineer. Failure to do so shall in no way relieve the Sub-Contractor from supplying the specified materials and equipment in time.

Any item or material found to be defective shall be replaced by the Sub-Contractor within seven days of his being notified and any result of defective workmanship shall be repaired including supply of new parts if necessary, immediately upon being notified.

The Sub-Contractor shall furnish at his own cost any samples of materials or workmanship required for the Sub-Contract Works, that may be called for by the Engineer for his approval, and the Engineer may reject materials or workmanship not in his opinion up to the approved standard. The Sub-Contractor shall allow in his prices for such samples.

The Sub-Contractor shall when authorized in writing by the Architect or the Engineer, make variations from the specifications and drawings. No profit will be allowed on omitted items or works.

The Sub-Contractor shall submit to the Architect or to the Engineer claims for any work for which he considers demanding extra payment before the beginning of such work.

The Sub-Contractor shall be responsible for verifying all dimensions relative to his work by actual measurements taken on the site.

The Sub-Contractor shall request any alteration to the building structures within 30 days of the awarding of the Sub-Contract. Only such alterations as deemed unavoidable by the Engineer will be considered.

The Sub-Contractor shall collaborate with the Engineer and the Main Contractor in planning the installation before work is commenced. Particular care shall be taken to ensure that there is close collaboration with the other Sub-Contractor's when installing services.

The Engineer and Architect shall have full rights to inspect the work in progress and all materials and equipment for use in the installation prior to its erection whether these are on site or the Sub-Contractor's workshop.

The Sub-Contractor shall allow for all reasonable access to the works for this purpose.

Where large items of equipment are to be installed, the Sub-Contractor shall advise the Main Contractor in good time so that access is provided for installation before work is commenced on site.

The Sub-Contractor or his responsible representative shall participate in all site meetings as and when required, in order to discuss the works, make necessary decisions, receiving relevant instructions, confirm fulfilment of time schedules, etc.

3.5 **FINISH PAINTING**

When all the installations have been set to work, tested and commissioned, the Sub-Contractor shall prime the pipework with an undercoat and paint 2 No. coats of paints in accordance to BS 1710 colour coding and to the satisfaction of the Engineer and the Architect.

PART D
PARTICULAR SPECIFICATIONS
FOR
PORTABLE FIRE EXTINGUISHERS

PART D
PARTICULAR SPECIFICATIONS
FOR
PORTABLE FIRE EXTINGUISHERS
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PART D

PARTICULAR SPECIFICATION FOR THE SUPPLY AND INSTALLATION

OF PORTABLE FIRE EXTINGUISHERS

4.00 General

The Particular specifications details the requirements for the supply and installation and commissioning of the Portable Fire Extinguishers which shall conform to BS 5423 : 1977. The Sub-Contractor shall include for all appurtenances and appliances not necessarily called for in this specification or shown on the Contract Drawings but which are necessary for the completion and satisfactory functioning of the equipment.

4.01 Scope of Works

The Sub-Contractor shall supply, deliver, erect, test and commission all the portable fire extinguishers which are called for in this specification and shown on the Contract Drawings and listed in these Bills of Quantities.

4.02 Water/CO₂ Fire Extinguishers

The portable 9-litre water filled CO₂ cartridge operated portable fire extinguishers shall comply with BS 1382 : 1977. Unless manufactured with stainless steel, bodies shall have all internal surfaces completely coated with either a lead tin, lead alloy or zinc applied by hot dipping. There shall be no visibly uncoated areas.

The extinguishers shall be clearly marked with the following:-

- a) Method of operation
- b) The words 'WATER TYPE' (GAS PRESSURE) in prominent letters
- c) Name and address of the manufacturers or responsible vendor.
- d) The nominal charge of the liquid in imperial gallons and litres
- e) The liquid level to which the extinguisher is to be charged
- f) The year of manufacture
- g) A declaration to the effect that the extinguisher has been tested to a pressure of 350 lb/sq in (24.1 Bar).
- h) The number of the British Standard "BS 1382" or "BS 5423".

4.03 **Portable Carbon Dioxide Fire Extinguishers**

The portable carbon dioxide fire extinguishers shall comply with BS 3326 : 1960 and BS 5423 : 1977

The body of the extinguishers shall be a seamless steel cylinder manufactured to one of the following British Standards, BS 401, BS 1287 or BS 1288.

The filling ratio shall comply with BS 5355 with valves fittings for compressed gas cylinders to BS 341. Where a hose is fitted it shall be flexible and have a minimum working pressure of 3000 lb/sq in (206.85 bar), the hose is not to be under internal pressure until the extinguisher is operated.

The nozzle shall be manufactured of brass gunmetal, aluminium or stainless steel and may be fitted with a suitable valve for temporarily stopping the discharge if such means are not incorporated in the operating head.

The discharging horn shall be designed and constructed so as to direct the discharge and limit the entrainment for air. It shall be constructed of electrically non-conductive material.

The extinguishers shall be clearly marked with the following:-

- a) The words 5 kg carbon dioxide fire extinguishers and to include the appropriate nominal gas content.
- b) Method of operation
- c) The words "Re-charge immediately after use"
- d) Instructions for periodical checking
- e) The number of the British Standard BS 3326 : 1960
- f) The manufacturers name or identification markings.

4.04 **Dry Powder Portable Fire Extinguishers**

The portable dry powder fire extinguishers shall comply with BS 3465 : 1962 and BS 5423. The body shall be constructed of steel not less than the requirements of BS 1449 or aluminium to BS 1470 : 1972 and shall be suitably protected against corrosion.

The dry powder charge shall be non-toxic and retain its free flowing properties under normal storage conditions. Any pressurizing agent used as an expellant shall be in dry state; in particular compressed air.

The discharge tube and gas tube if either is fitted shall be made of steel, brass, copper or other not less suitable material. Where a hose is provided it shall not exceed 1.060 m and shall be acid and alkali resistant. Provision shall be made for securing the nozzle when not in use.

The extinguisher shall be clearly marked with the following information:-

- a) The words "Dry Powder Fire Extinguisher".
- b) Method of operation in prominent letters
- c) The working pressure and the weight of the powder charge in kilogrammes
- d) Manufacturers name or identification mark
- e) The words "RECHARGE AFTER USE" if rechargeable type.
- f) Instructions to regularly check the weight of the pressure container (gas cartridge) or inspect the pressure indicator on stored pressure types when fitted, and remedy any loss indicated by either.
- g) The year of manufacture
- h) The pressure to which the extinguisher was tested.
- i) The number of this British Standard BS 3465 or BS 5423 : 1977.
- j) When appropriate complete instructions for charging the extinguisher shall be clearly marked on the extinguisher or otherwise be supplied with the refill.

4.05 **Foam Spray Portable Fire Extinguishers**

The portable foam spray fire extinguishers shall comply with BS 3465 : 1962 and BS 5423. The body shall be constructed of steel not less than the requirements of BS 1449 or aluminium to BS 1470 : 1972 and shall be suitably protected against corrosion.

The foam spray charge shall be non-toxic and retain its free flowing properties under normal storage conditions. Any pressurizing agent used as an expellant shall be in dry state; in particular compressed air.

The discharge nozzle and gas tube if either is fitted shall be made of steel, brass, copper or other not less suitable material. Provision shall be made for securing the nozzle when not in use.

The extinguisher shall be clearly marked with the following information:-

- a) The words "Foam Spray Fire Extinguisher".
- b) Method of operation in prominent letters
- c) The working pressure and the capacity of the foam charge in litres
- d) Manufacturers name or identification mark
- d) The words "RECHARGE AFTER USE" if rechargeable type.

- f) Instructions to regularly check the weight of the pressure container or inspect the pressure indicator on stored pressure types when fitted, and remedy any loss indicated by either.
- g) The year of manufacture
- h) The pressure to which the extinguisher was tested.
- i) The number of this British Standard BS 3465 or BS 5423 : 1977.
- j) When appropriate complete instructions for recharging the extinguisher shall be clearly marked on the extinguisher or otherwise be supplied with the refill.

4.06 **Fire Blanket**

The fire blanket shall be made from cloth woven with pre-asbestos yarn or any other fire proof material and to measure 1210 x 1800 mm and shall be fitted with Special tapes folded so as to offer instantaneous single action release blanket from storing jacket.

PART E
PARTICULAR SPECIFICATIONS FOR
HOSE REEL SYSTEM

PART E
PARTICULAR SPECIFICATIONS FOR
HOSE REEL SYSTEM

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PART E
PARTICULAR SPECIFICATIONS
FOR
FIRE FIGHTING HOSE REEL SYSTEM

5.01 General

The particular specification details the requirements for the supply, installation and commissioning of the hose reel installation. The hose reel installation shall comply in all respects to the requirements set out in C.O.P. 5306 Part 1: Lower Floors.

The Sub-Contractor shall include for all appurtenances and appliances not necessarily called for in this specification or shown on the Contract Drawings but which are necessary for the completion and satisfactory functioning of the Works.

No claims for extra payment shall be accepted from the Sub-Contractor because of his non-compliance with the above requirements.

If in the opinion of the Sub-Contractor there is a difference between the requirements of the specifications and the Contract Drawings, he shall clarify these differences with the Engineer before tendering.

5.02 Commencement of Works

The sub-contractor in submitting his tender shall be deemed to have included for commencing any necessary work on site at such a time as will comply with the main contractor's programme, or shall be directed by the Engineer.

5.03 Ordering

The sub-contractor shall order materials from the quantities taken from his own approved working drawings and not the quantities shown in the specifications.

5.04 Spares

Spares shall be presented to the client at hand over.

5.05 Scope of Works

The Sub-Contractor shall supply, deliver, erect, test and commission all the automatic fire fighting hose reel installation which is called for in this specification and shown on the Contract Drawings.

In connection with the above works the Sub-Contractor shall liaise fully with the plumbing Sub-Contractor who will be responsible for making a new connection to the existing water mains, supplying and laying a metered service pipe, up to the connections to the water tank.

The Sub-Contract shall handover to the Electrical Sub-Contractor all the electrical control gear for the installation. The Electrical Sub-Contractor shall supply electrical power, interconnecting cabling and wiring to the hose reel installation.

The Sub-Contractor shall supply and handover all the wiring and control diagrams necessary for the Works when required to do so.

Though the Electrical Sub-Contractor shall install the isolator and be responsible for the electrical connections in compliance with electrical regulations, the Sub-Contractor for the Works contained in this document shall supply and instal the starting and stopping gears, indication equipment and retain full responsibility for the correct functioning of the installation.

5.06 **Fire Hose Reel Pumps**

The fire hose reels pumps shall consist of a duplicate set of multi-line centrifugal pumps as Lowara Sphere Unit Model CEM 80/5 or similar approved. The pumps shall be capable of delivering 2.3 l/s (8.3 m³/hr) against a head of 25 m (2.5 bar). The complete specification of the packaged pump set to be as follows: -

a) **Pumps**

High Efficiency single impeller pump, enclosed type motor, enclosed in a stainless steel shell.

b) **Pump Materials**

Suction and Discharge Casing to be made from Grey Cast Iron. Pump body, back plate, shaft, conveyor, diffuser and impeller made from Stainless Steel AISI 304.

c) **Motors**

T.E.F.C. Squirrel Cage Motors conforming to metric standards suitable for 240 volts (+/- 6%), single phase, 50 Hz supply. Windings insulated to Class "F", Speed 2800 RPM, permanent split capacitor, built-in thermal overload and IP 44 protection.

d) **Mechanical Seal**

Self-adjusting type with carbon/ceramic with elastomer made of NBR and other components in stainless steel.

e) **Base Frame**

Welded fabrication from Mild Steel sections with facility for lifting unit.

f) **Flexible Connections**

Flexible connections to be affixed to suction and discharge connections of the pump.

g) **Valves**

Pump Isolating Valves shall be Butterfly Valves to B.S. 5155 with Cast Iron nylon coated disc and black nitrile liner. Non-Return Valves shall be vertical lift type to be manufactured from Cast Iron with nitrile seal.

h) **Control Panel**

The control panel is to be located in the position indicated on the contract drawings.

The control panel shall be constructed of mild steel with auto lacquer finish, be moisture, insect and rodent proof and shall be provided complete with spare fuses and a wiring diagram enclosed in plastic laminate.

Standard panel cubicle to be manufactured to IP. 55 standards, containing Direct-On Line Starters or Star Delta Starters above 4.0 kW.

Safety features to include 240 volts low voltage controls except for starter coils. Panel shall be mounted on vibration isolators to minimise vibration to electrical equipment.

The panel shall incorporate HRC main fuses and thermal overloads for the pump motors, time control unit for minimum run period, start relay incorporating timing element for standby pump delay, and one set of voltage free changeover contacts to give remote alarm/indication for the indicator lights mentioned.

The pump shall be controlled by a pressure switch and the control panel shall include the following facilities to IP 54 protection:-

- i) "On" push button for setting control panel to live
- ii) Green indicator light for indicating control panel live
- iii) Duty/stand by pump auto-change over
- iv) Duty pump, pump run green indicator light
- v) Stand by pump, pump run green indicator light
- vi) Duty pump fail red indicator light
- vii) Stand by pump fail red indicator light
- viii) Hand/Off/Auto Switches
- ix) Line and control circuit fuses
- x) Low water condition pump cut out with red indicator light

i) **Pressure Switch**

It shall be of Differential adjustment type switch manufactured to IP. 44 standards.

Multi-pump sequencing control to be effected from a single pressure instrument, utilising control circuitry specially for pressure boosting applications.

j) **Pressure Gauge**

4" Dial Bottom Connection to B.S 1780 calibrated in Bars and KPa.

k) **Membrane Tank** - (24 litre Hydrosphere)

Fabricated Steel Construction housing a neutral rubber diaphragm ideally suited for drinking water applications. Precharged with Nitrogen to correct pressure at test stage.

l) **Low Level Water Cut-out**

The pumps shall be protected by a low level cut out switch to prevent dry pump run when low level water conditions occur.

5.07 **Pipework**

The pipework for the hose reel installation shall be galvanised wrought steel tubing "Medium" Grade Class "B" to B.S. 1387: 1967 with pipe threads to B.S.21.

5.08 **Pipe Fitting**

The pipe fittings shall be galvanised wrought steel pipe fittings welded or seamless fittings conforming to B.S.1740 Part 1971 or malleable iron fittings to B.S.143/1256.

All changes in direction shall be with standard bends or long radius fittings. No elbows will be permitted.

5.09 **Flanges**

The flanges shall comply with B.S.4504:1969. All flanges shall comply to a nominal pressure rating of 16 bar (P.N.16)

5.10 **Gaskets**

The gaskets for use with flanges to B.S. 4304:1969 shall comply with B.S. 4865 Part 1: 1072 for pressure up to and not exceeding 64 Bar.

5.11 **Non-return Valves**

The non-return valves up to and including 80 mm diameter shall be as Pegler to B.S.5153: 1974 with flanges to B.S. 4504 P.N.16.

The valves shall be of iron construction with gunmetal seat and bronze hinge pin.

5.12 **Gate Valves**

The gate valves up to and including 80 mm shall be as Pegler non-rising stem and wedge disc to B.S.1952.: 1964 (B.S. 5154:1974) with screwed threads to B.S. 21 taper thread.

5.13 **Sleeves**

Where pipework passes through walls, floors or ceilings, a sleeve shall be provided one diameter of the pipe, the space between to be packed with mineral wool, to the Engineer's approval.

5.14 **Hose Reels**

The hose reels to the installation shall consist of recessed automatic hose reels as Mather & Platt Model 1065 standard swinging hose reel (recessed).

All the above hose reels shall comply with B.S.: 1976 and B.S. 3169: 1970 and is to be installed to the requirements of C.P. 5306 Part 1 1976.

The hose reels shall be supplied and installed complete with first-aid non-kicking hose 30 metres long, with nylon spray jet/Shut-off nozzle. A screw down chrome plate globe valve to B.S. 1010 to the inlet of the reel shall be fitted. The orifice to the nozzle is to be not less than 4.8 mm to maintain a minimum flow of 0.4 l/s to the jet.

The hose reels shall be installed at 1.5 metres centre above the finished floor level in locations shown on contract Drawings.

5.15 **Earthing**

The hose reel installation shall be electrically earthed by a direct earth connection.

The installation of the earthing to be carried out by the Electrical Sub-Contractor.

5.16 **Finish Painting**

Upon completion of testing and commissioning of the hose reel installation the pipework shall be primed and finish painted with 2 No. coats of red paint to the Architects requirements.

5.17 **Testing and Commissioning**

The hose reel installation is to be flushed out before testing to ensure that no builders debris has entered the system. The installation is to be then tested to one and a half times the working pressure of the installation to the approval of the Engineer.

Simulated fault condition of the pumping equipment, is to be carried out before acceptance of the system by the Engineer and Architect.

5.18 **Instruction Period**

The Sub-Contractor shall allow in his contract sum for instructing of the use of the equipment to the Clients maintenance staff. The period of instruction may be within the contract period but may also be required after the contract period has expired.

The period of time required shall be stipulated by the Client but will not exceed two days in which time, the clients staff shall be instructed in the operation and maintenance of the equipment.

PART F

PARTICULAR SPECIFICATION FOR DRY RISER INSTALLATION

PART F

PARTICULAR SPECIFICATION FOR DRY RISER INSTALLATION

I N D E X

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PART F

PARTICULAR SPECIFICATION FOR DRY RISER SYSTEM

6.1 General

The particular specification details the requirements for the supply, delivery, installation, testing and commissioning of the wet riser system.

The wet riser system shall comply in all respects to the requirements set out in C.O.P. BS 5306 Part I 1976 and BS 5041.

The Sub-Contractor shall include for all appurtenances and appliances not necessary called for in this specification or shown on the contract drawings but which are necessary for the completion and satisfactory functioning of the works. No claims for extra payments shall be accepted from the sub-contractor because of his non-compliance with the above requirements.

If in the pinion of the sub-contractor, there exists a difference between the requirements of the specification and the contract drawings, he shall clarify these differences with the Engineer before tendering.

6.2 Regulations

The dry riser installation shall comply with all applicable clauses in this specification and the following codes of Practice and Standards:-

- 1) F.O.C. Rules 29th Edition and subsequent revisions issued by Fire Officer's Committee.
- 2) BS 5041, 5 parts. Fire Hydrant System equipments
- 3) BS 5306, 2 parts. Fire extinguishing installations and equipment on premises.
- 4) Together with standards stated against each clause.

6.3 Scope of Works

The sub-contractor shall supply, deliver, erect, test and commission the Dry Riser Installation which is called for in this specification and as shown on the contract drawings.

6.4 Inlet Boxes

An inlet box shall be provided at the position indicated on the drawings, such that the centre of the box is 760 mm above ground level.

The box shall be constructed of sheet metal with Georgian wired glass doors, with a spring cylinder lock with key.

The size of the box shall be sufficient to allow easy access for maintenance and inspection purposes and to operate the drain valve.

The inside face of the glass shall be suitably lettered with 50 mm high letters so that it reads from the outside as follows: -

FIRE BRIGADE

DRY RISER INLET

6.5 Inlet Breeching

A 100 mm diameter riser shall be fitted with two inlets and 150mm diameter riser shall be fitted with four inlets.

Each inlet shall consist of a 65 mm diameter male instantaneous inlets to BS 366 with a non-return valve, a blank cap with chain and a 25 mm drain valve. The inlet shall be connected to the riser main by a breeching piece.

The breeching body shall have a wall thickness not less than 3.5 mm and shall be tested to a pressure of 20 bar after the fitting of the inlet drain valve. The breeching piece shall be marked in accordance with BS 5041 upon successful completion of this test, and screwed or flanged to the riser pipework.

6.6 Drain Valves

Each Breeching piece shall be fitted with a 25mm wedge gate drain valve.

A 50 mm drain valve shall be fitted at the lowest point of the riser. This should normally be at the inlet box but the pipework may fall below the box, in either case due regard shall be paid to facilitate for conducting the water to a suitable drain. Where a low level drain is fitted there must be a permanent notice near the drain valve "DRY RISING MAIN - DRAIN VALVE" and also a notice in the inlet box "LOW LEVEL DRAIN VALVE IN(state location)".

Low level drain valves must be kept closed and secured with a leather (or similar material) strap and padlock.

6.7 Outlet Landing Valves

Outlet Landing Valves shall be installed 1000 mm above floor level and must not project in a manner likely to cause obstruction.

When required by the performance specification, the valve shall be enclosed in a box in accordance with BS 5041: Part 4.

Each outlet shall comprise a wedge gate pattern valve 65 mm bore constructed in good gunmetal, screwed or flanged to the dry riser, and fitted with a standard 65 mm instantaneous female outlet to BS 336, blank cap and chain, strap and padlock.

The valve spindle shall not be less than 20 mm diameter which should be marked "OPEN" and "SHUT". The valve shall open in an anti-clockwise direction and shut in a clockwise direction.

The whole fitting shall be of sound construction and hydraulically tested to a pressure of 10 bar before being connected to the rising main.

The valve on each outlet shall be kept strapped shut and secured by a padlock and the strap must be of leather or similar material which can be quickly cut in an emergency.

6.8 **Automatic Air Valve**

An automatic air valve shall be fitted at the top of the riser to release air when the riser is charged with water or admit air when draining off.

It will be screwed with 1" BSP male.

6.9 **Pipework and Installation**

Dry riser pipework shall be installed using heavy weight quality galvanised steel to BS 1387 and shall be flanged as necessary using screw on flanges and be complete with all necessary supports.

Where one outlet per floor is screwed from a single riser, the pipe diameter shall be 100 mm. When two outlets per floor are screwed from a single riser, the pipe diameter shall be 150 mm.

Dry riser pipework should be installed progressively as the building is constructed, so as to provide fire protection during building operations. In buildings taller than 30.5 m in height, the riser must be installed when the building exceeds 18.3 m in height.

6.10 **Pipe Fittings**

The pipe fittings shall be wrought steel pipe fittings welded or seamless fittings conforming to BS 1740: 1971 or malleable iron fittings to BS 143.

All changes in direction will be standard bends or long radius fittings. No elbows will be permitted.

6.11 **Flanges**

The flanges shall comply with BS 4504: 1969. All flanges shall comply to a normal pressure rating of 16 bar (P.N. 16) and shall be of either cast iron or steel.

6.12 **Gaskets**

The gaskets for use with flanges to BS 4504: 1969 shall comply with BS 4865 Part 1: 1972 for pressure up to and not exceeding 64 bar.

6.13 **Non-Return Valves**

Non-return valves up to and including 100 mm diameter shall be as Pegler to BS 5153: 1974 with flanges to BS 4503 P.N. 16. The valves shall be of cast iron construction with gunmetal seat and bronze hinge pin.

6.14 **Gate Valves**

The gate valves up to and including 100 mm shall be as Pegler non-rising stem and wedge disc to BS 5154: 1974 with screwed threads to BS 21 taper threads.

6.15 **Sleeves**

Where pipes pass through walls, floors or ceilings, sleeve shall be provided, one diameter larger than the diameter of the pipe, the space between to be packed with mineral wool to the Engineer's approval.

6.16 **Floor and Ceiling Plates**

Where pipe passes through walls, floors, walls and ceilings, plates shall be secured around the pipe. The plates shall be of stainless steel construction and will serve no other purpose than to present a neat finish, to the exposed installation.

6.17 **Earthing**

The wet riser pipework is to be electrically earthed.

This shall be achieved by a separate rod and not via the electrical power earth. A test clamp shall be provided in the connection between the dry riser and the earthing rod. Connection shall be made at the lowest point of the pipework.

6.18 **Finish Painting**

Upon completion of testing and commissioning of the wet riser installation, the pipework shall be primed and finish painted with 2 coats of an appropriate red shade of paint to the Architects requirements.

6.19 **Testing and Commissioning**

The dry riser installation is to be flushed out before testing to ensure that no builder's debris has entered the system. The installation is to be then tested to one and half times the working pressure of the installation to the approval of the Engineer.

6.20 **Instruction Period**

The sub-contractor shall allow in his contract sum for instructing of the use of the equipment to the client's maintenance staff. The period of instruction may be within the contract period but may also be required after the contract period has expired.

The period of time required shall be stipulated by the client but will not exceed two days in which time the client's staff shall be instructed in the operation and maintenance of the equipment.

DRAWINGS

Note

1. A list of drawings should be inserted here.
2. The actual Contract drawings including site plans should be annexed in a separate booklet.

MECHANICAL DRAWING ISSUE REGISTER:

CLIENT: CHUKA UNIVERSITY

PROJECT: PROPOSED ULTRA-MODERN LIBRARY BLOCK

DATE: 25/06/2020

Drawing Number	Latest Revision	Date	Drawing Content	Print Size	FORMAT
MC/237/01/MP01		25/06/2020		A1	DWG/PDF
MC/237/01/MD01		25/06/2020		A1	DWG/PDF
MC/237/01/MP02		25/06/2020		A1	DWG/PDF
MC/237/01/MD02		25/06/2020		A1	DWG/PDF
MC/237/01/MP03		25/06/2020		A1	DWG/PDF
MC/237/01/MD03		25/06/2020		A1	DWG/PDF
MC/237/01/MP04		25/06/2020		A1	DWG/PDF
MC/237/01/MD04		25/06/2020		A1	DWG/PDF
MC/237/01/MP05		25/06/2020		A1	DWG/PDF
MC/237/01/MD05		25/06/2020		A1	DWG/PDF
MC/237/01/MP06		25/06/2020		A1	DWG/PDF
MC/237/01/MD06		25/06/2020		A1	DWG/PDF
MC/237/01/MP07		25/06/2020		A1	DWG/PDF
MC/237/01/MD07		25/06/2020		A1	DWG/PDF
MC/237/01/MP08		25/06/2020		A1	DWG/PDF
MC/237/01/MD08		25/06/2020		A1	DWG/PDF

SECTION III:

BILLS OF QUANTITIES

Notes for preparing Bills of Quantities

1.0 Preamble to Bill of Quantities

- a) The Bill of Quantities shall form part of the Contract Documents and is to be read in conjunction with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications and Drawings.
- b) The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.
- c) The Quantities set forth in the Bill of Quantities are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
- d) The prices and rates inserted in the Bills of Quantities will be used for valuing work executed, and the Engineer will measure the whole of the works executed in accordance with this Contract.
- e) A price or rate shall be entered in ink against every item in the Bill of Quantities with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
- f) Provisional sums (including Dayworks) in the Bill of Quantities shall be expended in whole or in part at the discretion of the Engineer in accordance with Sub-clause 52.4 and Clause 58 of part of the Conditions of Contract.
- g) The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, **include all Constructional plant to be used, labour, insurance, supervision, compliance, testing, materials, erection, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables**, including those required under the Contract by the Engineer and his staff.
- h) Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:
 - (i) Where there is a discrepancy between amount in words and figures, the amount in words will govern; and
 - (ii) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
 - (iii) If a Tenderer does not accept the correction of errors as outlined above, his Tender will be rejected.
- i) The Bills of Quantities, unless otherwise expressly stated therein, shall be deemed to have been prepared in accordance with the principles of the latest edition of the Civil Engineering Standard Method of Measurement (CESMM).
- j) "Authorised" "Directed" or "Approved" shall mean the authority, direction or approval of the Engineer.

- k) Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess of the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Engineer.
- l)
 - (a) Hard material, in this Contract, shall be defined as the material which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and which cannot be extracted by ripping with a dozer tractor of at least 150 brake horse power (112 kilowatt) with a single, rear-mounted, hydraulic ripper. Boulders of more than 0.2m³ occurring in soft material shall be classified as hard material
 - (b) Soft material shall be all material other than hard material.

2.0 The objectives of the Bills of Quantities are;

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

In order to attain these objectives, Works should be itemized in the Bills 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 content of the Bills of Quantities should be as simple and brief as possible.

3.0 **The Bills of Quantities should be divided generally into the following sections:**

(a) **Preliminaries.**

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bills of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

(b) **Work Items**

- (i) The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing or any other special characteristics may give rise to different methods of construction or phasing of the Works or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bills of Quantities.
- (ii) The brief description of the items in the Bill of Quantities should in no way modify or supersede the detailed descriptions given in the Contract drawings, Conditions of Contract and Specifications.
- (iii) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.
- (iv) The following units of measurement and abbreviations are recommended for use.

<i>Unit</i>	<i>Abbreviation</i>	<i>Unit</i>	<i>Abbreviation</i>
cubic meter	M ³ or cu m	millimeter	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m ² or sq m
lump sum	sum	square millimeter	mm ² or sq mm
meter	m	week	wk
metric ton (1,000 kg)	t		

- (v) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavated surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

(c) Day work Schedule

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

- (i) a list of the various classes of labour, and materials for which basic Daywork rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Daywork basis; and
- (j) a percentage to be entered by the tenderer against each basic Daywork Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

(d) Provisional Quantities and Provisional Sums

- (i) Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bills of Quantities, and *not* by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bills of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a "Provisional Sum" in the Summary of the Bills 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.
- (ii) Provisional Sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialised Works should be included as a section of the main Bill of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of the specialised firms he proposes to engage to carry out the specialized Works as his approved

- domestic sub-contractors. Only Provisional Sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.
- (iii) Unless otherwise provided in the Contract, the Provisional Sums included in the Bills of Quantities should always be expended in whole or in part at the discretion of the Engineer after full consultation with the Employer.

(e) Summary

The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with Provisional Sums for Dayworks, physical (quantity) contingencies, and price contingencies (upward price adjustment) where applicable.

PROPOSED MAIN LIBRARY COMPLEX FOR CHUKA UNIVERSITY
INTERNAL PLUMBING, DRAINAGE & FIRE FIGHTING INSTALLATIONS
SECTION 1: BILLS OF QUANTITIES FOR PLUMBING AND DRAINAGE INSTALLATIONS

Item	Description	Qty	Unit		
1	BILL NO.1: WATER STORAGE TANKS, PUMPS & ASSOCIATED PLUMBING				
1.1	Water metre chamber 400*400*300(d) mm water isolation valve chamber complete with 50mm diameter isolation valve and water meter	1	no.		
1.2	Roof Glass Reinforced Plastic (GRP) Water storage tanks				
a	Manufacture, supply, deliver, hoist to the roof on 6th floor and assemble a Roof water tank, made of Glass reinforced plastic (GRP) sectional tank plates 5mm thick plates (type 1 and 2) and of size 1000mm x 1000mm capacity of Tank to be 90,000 litres and of preferred dimensions 9,000 mm x 5,000 mm x 2,000mm High. The Tank to come complete with tank cover, mosquito proof vent, inspection manhole and cover, internal stays, cleats, jointing material, mastic, bolts and nuts including applying 1 no. coat of primer, two coats of non-toxic bituminous paint on the inside and two coats of aluminum paint on the outside. The tank shall be laid on bearers made by others. Tank to come complete with the following provisions including baknuts, etc:- 1 No. 50mm diameter inlet 1 No. 100mm diameter overflow 1 No. 100mm diameter outlet 1 No. 100mm diameter washout	1	no.		
b	Accessories				
b.1	Ball Valve Bricon 2" (50mm) diameter high pressure cast brass ball valve MOH Pattern with 2" shank as Ref No. 700	1	no.		
b.2	Ball Float Bricon 4 1/2" diameter high pressure polypropyleneplastic float as Ref No. 753T.	1	no.		
1.3	Sterilisation Allow for sterilisation including flushing out of the system to the satisfaction of the Engineer	1	sum		
1.4	Site water reticulation to roof water storage tanks Supply & install Heavy gauge HDPE pipes and fittings or equal and approved and Grade 1 Polyvynil Chloride compounds with a test pressure of 6 bars through ducts provided to roof tanks. Tenderers must allow in their prices for all couplings, connectors, unions, expansion loops, jointing materials etc as required in the running lengths of pipework and where necessary for piping clips, holderbats plugged and screwed, and pipe sleeves through structural members.				
a	<u>Supply to roof storage tanks</u>				
a.1	Straight run pipes				
i	Ø50mm	400	lm		
b	<u>Supply to Stand Pipes & Fountains</u>				
i	Ø32mm	210	lm		
ii	Ø25mm	120	lm		
c	Extra fittings to pipe				
	<u>Elbow/bend</u>				
i	Ø50mm	16	no.		
ii	Ø32mm	10	no.		
iii	Ø25mm	10	no.		
	C/F to next page				

Item	Description	Qty	Unit		
	B/f from previous page				
d	<u>Fittings</u>				
d.1	Tee fittings				
i	Ø 50mm	6	no.		
e	<u>Threaded joints</u>				
i	Ø 50mm male threaded joints	12	no.		
ii	Ø 32mm male threaded joints	10	no.		
iii	Ø 25mm male threaded joints	10	no.		
f	<u>Control valves</u>				
i	Ø 50mm gate valve as Pegler	5	no.		
ii	Ø 25mm gate valve as Pegler	7	no.		
g	Allow for excavation and back filling of trenches of upto 600mm deep on soft ground.	item	sum		
1.50	Testing & Commissioning				
	Allow for setting to work, testing and commissioning of the installations to the satisfaction of the Engineer/Architect.	1	item		
Totals for Bill No.1:Water storage tanks, pumps & associated plumbing to Summary Page					

Item	Description	Qty	Unit		
	B/f from previous page				
2.1.2	INTERNAL PLUMBING INTO THE BUILDING				
a	<u>Cold water pipes</u>				
i	Ø 65mm	88	lm		
ii	Ø 50mm	250	lm		
iii	Ø 40mm	300	lm		
iv	Ø 32mm	350	lm		
v	Ø 25mm	400	lm		
vi	Ø 20mm	300	lm		
vii	Ø 15mm	250	lm		
b	<u>Extra over pipes</u>				
	<u>Elbow/bend</u>				
i	Ø 65mm	50	no.		
ii	Ø 50mm	100	no.		
iii	Ø 40mm	250	no.		
iv	Ø 32mm	240	no.		
v	Ø 25mm	247	no.		
vi	Ø 20mm	350	lm		
vii	Ø 15mm	350	lm		
c	<u>Fittings</u>				
	<u>Tee fittings</u>				
i	Ø 65mm	62	no.		
ii	Ø 50mm	490	no.		
iii	Ø 40mm	350	no.		
iv	Ø 32mm	280	no.		
v	Ø 25mm	200	no.		
vi	Ø 20mm	150	lm		
d	<u>Reducers</u>				
i	Ø 65-50 mm	30	no.		
ii	Ø 50-40 mm	80	no.		
iii	Ø 50-32 mm	100	no.		
iv	Ø 40-32 mm	150	no.		
v	Ø 32-25 mm	200	no.		
vi	Ø 25-20 mm	180	no.		
e	<u>Adaptors</u>				
i	Ø 50-32 mm threaded female adaptors	250	no.		
ii	Ø 40-20 mm ditto	350	no.		
iii	Ø 20-15 mm ditto	500	no.		
f	<u>Threaded joints</u>				
i	Ø 75mm male threaded joints	35	no.		
ii	Ø 65mm ditto	40	no.		
iii	Ø 40mm ditto	350	no.		
iv	Ø 32mm ditto	450	no.		
g	<u>Control valves</u>				
i	Ø 65mm ditto	10	no.		
ii	Ø 40mm ditto	30	no.		
iii	Ø 32mm ditto	25	no.		
iv	Ø 25mm ditto	10	no.		
h	<u>Checkmeters</u>				
i	Ø 50mm checkmeters as Kent or its Equivalent	5	no.		
	C/F to next page				

Item	Description	Qty	Unit		
	B/f from previous page				
2.1.3	SOIL AND WASTE WATER DRAINAGE Supply & install the following soil & waste water drainage pipework as described and shown in the drawing. All pipes and fittings shall be UPVC and PVC to BS5572:1978 and BS5750 as manufactured by 'Key Terrain' or equal and approved. All joinings and fixtures shall be in accordance with the manufacturers instructions and as described. Tenderers must allow for joinings, couplings, holderbats, reducers,clippings,spacers etc, necessary for the proper functioning of the installation when pricing				
a	Vertical discharge pipes in Golden brown medium duty PVC pipes class 41 as 'Key Terrain' or equal and approved				
i	Ø 150mm	20	lm		
ii	Ø 100mm	450	lm		
b	Horizontal discharge pipes in Golden brown heavy duty PVC pipes class 41 as 'Key Terrain' or equal and approved				
i	Ø 150mm	30	lm		
ii	Ø 100mm	500	lm		
iii	Ø 50mm	300	lm		
iv	Ø 40mm	350	lm		
v	Ø 32mm	50	lm		
c	<u>Extra fittings over pipes</u>				
i	Ø 100mm WC Turned connector ref 102.4.5	122	no.		
ii	Ø 100mm vent cowl ref:150.4	20	no.		
iii	Ø 100mm weathering slates ref:149.18.22	20	no.		
iv	Ø 50mm sweep tee ref:206.2.91	100	no.		
v	Ø 50mm sweep bend ref: 201.2.91	50	no.		
vi	Ø 40mm sweep tee ref:206.15.91	150	no.		
vii	Ø 40mm sweep bend ref:201.15.91	150	no.		
viii	Ø 32mm sweep bend ref:201.125.91	50	no.		
ix	Ø 50mm access plug ref:237.2	25	no.		
x	Ø 40mm access plug ref 227.15	100	no.		
xi	Seal ring adaptor ref. 109.4	80	no.		
d	<u>Water traps/Trapped gulleys</u>				
i	Floor trap ref:281.2 and all interconnecting accessories and PVC cover grating or equal & approved	110	no.		
e	Floor Drain with gulley trap chamber and Ø125mm horizontal outlet as ACO box channel 125 or its equivalent, complete with stainless steel ladder gratings size 300*300mm ref No. 408037	10	no.		
	C/F to next page				

[illegible]

Item	Description	Qty	Unit		
3	BILL NO.3: EXTERNAL RAINWATER & SOIL WASTE DRAINAGE SERVICES Supply & install the following soil & waste water drainage pipework as described and shown in the drawing. All pipes and fittings shall be UPVC and PVC to BS5572:1978 and BS5750 as manufactured by 'Key Terrain' or equal and approved. All joinings and fixtures shall be in accordance with the manufacturers instructions and as described. Tenderers must allow for joinings, couplings, holderbats, reducers,clippings,spacers etc, necessary for the proper functioning of the installation when pricing				
3.1	Soil waste drainage				
a	Horizontal discharge pipes in Golden brown heavy duty PVC pipes class 41 as 'Key Terrain' or equal and approved				
i	Ø 150mm	100	lm		
ii	Ø 100mm	150	lm		
b	Gulley trap chamber ref:1844.4.25 size 350*350*450(d) mm in masonry p.c.c cover with vent hole etc and allow for excavation in soil or murram and making good.	25	no.		
c	Manholes Excavate for, construct manhole of average invert 1.5m, concrete mix 1:3:6 slab, 100mm slab, 150mm thick solid block wall in cement mortar, screed, bed in cement mortar (1:3) cover in grease and sand, backfill and remove surplus materials.				
i	Type 'B' manholes measuring 650*450mm upto a maximum depth of up to 800mm inclusive of a heavy duty double seal manhole covers.	20	no.		
ii	Type 'C' manholes measuring 1000 x 800 mm up to a maximum depth of 1.5 meters inclusive of heavy duty double seal manhole covers	15	no.		
3.2	Rainwater drainage				
a	Horizontal discharge heavy duty pipes as 'Metro' or equal and approved.				
i	Ø 150mm	10	lm		
3.3	Testing & Commissioning Allow for setting to work, testing and commissioning of the installations to the satisfaction of the Engineer/Architect.	1	item		
Totals for bill no.3: External rainwater & soil waste drainage services to Summary page					

Item	Description	Qty	Unit		
4.00	BILL NO. 4: SANITARY & TAPWARE FITTINGS Supply,Install,test and commission the following sanitary fittings including all necessary joints to services,Overflow and waste pipes jointing materials.mortices,plugs,screws,bolts and making good as described and shown on the drawing. NOTE: TRADE NAMES Where Trade names are mentioned below, it is only intended to indicate the level of quality anticipated. The contractor MAY supply alternatives which must be approved by the Engineer/Architect.				
4.1	SANITARY WARE/TAPWARE SANITARY FITTINGS				
a	Water closets				
a.1	Close coupled W.C suite, size 652x 375mm in vitreous China comprising of W.C. wash down bowl complete with connector, heavy duty matching plastic seat and cover with metal top fixed (Stainless Steel) hinges.These to be flushed by 6 and 3 litres dual flush Cistern of integrated angle stop valve with connecting fittings from Cistern to bowl, and chrome plated Push buttons. as "Ideal standard Space" or its equivalent	4	no.		
a.2	Floor standing, back-to-wall water closet suite in vitreous China comprising a back to wall WC bowl complete with WC Connector, heavy duty matching plastic soft close cover & seat in white colour, stainless steel hinges, fixing bolts and nuts.as 'Ideal standard', Model: Playa or its equivalent	106	no.		
a.3	Squat Type water closet suite in vitreous China comprising WC pan, 'P Trap', for fitting at floor level, white colour as "Hindustan" or its equivalent	2	no.		
b	Water Closet flush valves W.C Concealed flush valve with integral vacuum breaker, non-hold open feature,1 1/4" butterfly control inlet, chrome plated wall flange with recommended working pressure between 15-150Kpa complete with piston assembly, plunger assembly,flush pipe coupling nut,washer kit and handle seal. These to be as "Donald low pressure flush" valve or equal and approved.	108	no.		
c	Wash hand basin				
c.1	Counter Top wash hand basin size '600*480', integrated 1 tap hole configuration Colour: White complete with Ø40mm PVC Bottle P trap', with pop up waste, Ø75mm water seal and Ø63mm flange as "Ideal Standard space" or its equivalent	118	no.		
c.2	Pedestal Wash Hand Basin size 600mm x 470mm comprising Basin with integrated one centre tap hole, pop up waste and plastic 1 1/4" x 1 1/4" bottle trap with 75 mm deep seal and 200 mm long tail pipe, cap-nut and wall flange. Complete with pedestal as "Ideal Standard space" or its equivalent	2	no.		
c.3	Chrome plated WHB non-corrosive time delay press action pillar taps with 6 seconds delay as 'Vado Warwick' or its equivalent, c/w flexible connector and 1/2" angle valve as Pex or its equivalent for cold water.	120	no.		
d	Cleaners Sink Wall mounted Cleaners sink size 600mm x 500 x 240mm made out of grade 304 (18/8) polished stainless steel c/w stainless steel grating complete with; a long neck bib tap, grid waste fitting 1 1/2" and plastic bottle trap 40mm P trap and wall brackets to fit.	13	no.		
e	Angle Regulating Valves 15 mm diameter angle regulating valve complete with a 300 mm long non kinking flexible tubing a pegler or approved equivalent.	120	no.		
	C/F to next page				

Item	Description	Qty	Unit		
	B/f from previous page				
f	Disabled Suite Disabled Water closet suite as " Doc.M Rimless Super Pack " with white grab rails and seat PK8146WH, comprising of Avalon Rimless Horizontal Outlet pan and fittings, 4Litres Avalon Rimless Cistern, Fittings and Spatula Lever, Avalon Rimless Seat ring, stainless steel hinges with stability buffers. Hand Rinse wash hand basin with 1 Centre Tap hole and Chrome Plated Overflow trim pillar tap TMV3. 5No. avalon support rails with concealed fixing, Avalon Hinged support rail and toilet roll holder, complete with wall bolts, grid waste, cistern cover clips and any other necessary fitting. 1800 Watts sensor type fully automatic hand driers as "Vortice" Model:DJ0030C or equal and approved. 0.7 litre capacity soap dispenser as 'Mediclinic' CP or equal. 6mm Wall mirror with bevel edges 500*700mm The installations to be done as per the manufacturers instructions and Engineers approval.	13	no.		
i	Urinals				
i	Urinal bowl Urinal bowl in white vitreous china size 410 x 315 x 665mm high with back inlet spreader and waste outlet including wall mounting brackets and connected to water supply, sealed with silicone sealant where urinal meets wall. concealed pipework complete with '1 ½ diameter domed outlet plated urinal grating Ref No. WF 9370 XX. As " IDEAL STANDARD " or its equivalent	64	no.		
ii	Urinal bowl accessories Chrome plated, push button ¾' flush master junior concealed urinal flush valve, top entry with intergral ball-o-stop valve and wall plate complete with; exposed chrome plated urinal flush and tall pipe with inlet adaptor and backmount spary rose/spreader as ' Donald Low pressure ' or its equivalent	64	no.		
iii	1½ ' diameter plastic bottle P-Trap with plastic extension pipe to wall and wall flange	64	no.		
g	Kitchen Sink Associated Steel Ltd single bowl, single drainer sink made out of 18/8 stainless steel of size 1070 x 530 mm with 420 x 355 x 150 mm deep bowl with bright machine polish finish.1 1/2" Tubular plastic P-trap, 75 mm seal, with reverse nut entry with BSP thread and universal compression outlet as "Terrain" Ref.No.631.	8	no.		
h	Kitchen Sink Accessories EUROBATH' wall type sink mixer with swivel spout outlet, inlet connections complete with all fittings such as backnuts, washers, compression fittings etc.	8	no.		
i	Undersink Heater ARISTON or approved equivalent, undersink heater of 10ltrs capacity with 2.0kw heating element and complete with adjustable thermostat (5-60oc), overtemperature cut-out, dry start cut-out, 15mm connections for cold water inlet and hot water outlet at top suitable for connection to pressure vented mixer tap described elsewhere. Entire installation to be complete with electrical wiring to local isolator.	8	no.		
j	<u>BATHROOM ACCESSORIES AS UNDER:</u>				
	Mirrors				
i	6mm thick polished plate glass, silver backed mirror with bevelled edges, size 600x600mm plugged and screwed to wall with 4No.Chrome plated chrome capped screws and 5mm thick foam back rest.	120	no.		
ii	Toilet roll holder Toilet roll holders as "Mediclinics Jumbo" CP or equal and approved	110	no.		
	C/F to next page				

Item	Description	Qty	Unit		
	B/f from previous page				
iii	Robe hook Robe hook in vitreous china and in white colour mounted onto a concealed screw to wall wedges, to be as Twyford's OC 6858 1998 or approved equivalent.	110	no.		
iv	1/2" Chrome plated brass shattaf handset with hose pipe and wall bracket 1.0 bar M.P complete with 1/2" angle valve as Pex or its equivalent	36	no.		
v	Soap dispenser 0.7 litre capacity soap dispenser as 'Mediclinic' CP or equal and approved.	39	no.		
vi	Hand drier Electric STARMIX automatic touch free hand drier for electrical supply compatible with 220/240, 50Hz single phase supply and to be complete with a mounting plate, centrifugal fan and motor 2700rpm with thermal overload relay and radio suppression and 2100W spirally wound element with automatic re-setting thermal cut-out and wiring from local isolate	39	no.		
	Totals for Bill No.3: Sanitary & tapware fittings to Summary page				

PROPOSED MAIN LIBRARY COMPLEX FOR CHUKA UNIVERSITY MECHANICAL INSTALLATIONS - PLUMBING, DRAINAGE & FIRE FIGHTING SERVICES SECTION 2: BILLS OF QUANTITIES FOR FIRE PROTECTION SERVICES					
Item	Description	Qty	Unit		
1	BILL NO.1: FIRE FIGHTING PUMPS				
a	Supply, install and commission the following: Fire Hose Reel pump comprising of 1No. For "Duty" with a capacity of 8.0m ³ /hr at a static pressure of 2.8 bars, Power rating of 1.3kW. The pump to be as GRUNDFOS CM10 - 2A horizontal pump, complete with 1No. Float valve in the reservoir tank for run dry protection and PM1 Controller for automatic operation. The pump shall be complete with Non Return & Gate Valves. The pump shall have over and under voltage protection from unstable power conditions, overload and high temperature conditions. The pump set to have control panel and associated wiring for automatic operation as duty & standby mode. The control panel to have a pre-selector switch for auto/manual positions, contact relay arrangement for alternate running, Thermal overload relays, display lamps and level control.	1	no.		
Totals for Bill No.1: Fire fighting pumps to collection page					

Item	Description	Qty	Unit		
2	BILL NO.2 : FIRE HOSEREEL INSTALLATIONS Supply and install the following fire fighting installation and equipment as described and shown on the drawings. Tenderers should allow for all fittings, jointings couplings including unions and clamps necessary for the proper functioning of the installation when pricing All piping in GMS class B and painted in red color emulsion paint to approval.				
2.1	<u>Straight pipes</u>				
a	25mm dia ditto tubing to BS 1387 Class "B"	54	lm		
b	32mm dia ditto	90	lm		
c	40mm dia ditto	245	lm		
d	50mm dia ditto	12	lm		
2.2	<u>Extra over tubing for: -</u>				
a	25mm dia bend	50	no.		
b	32mm dia bend	10	no.		
c	40mm dia bend	12	no.		
d	50mm dia bend	5	no.		
2.3	<u>Tees</u>				
a	32mm dia equal tee	5	no.		
b	40mm dia equal tee	25	no.		
c	50-40mm dia reducing tee	1	no.		
2.4	<u>Reducers</u>				
a	32x25 dia GI Reducer	3	no.		
b	40x25 dia GI Reducer	25	no.		
2.5	<u>BRASSWORK</u>				
a	25mm dia approved medium pressure screw down full way Non-rising stem wedge gate valve to BS5154 with wheel head and two joints to steel tubing. Brass work to be as Pegler or equal and approved	25	no.		
b	50mm dia ditto	4	no.		
c	20mm dia 30m long swinging wall hose reels complete with fixing brackets as manufactured by Angus Model or equal and approved.	25	no.		
d	Automatic air release valves as angus	1	no.		
e	Printed Lables for the fire cupboards	25	no.		
f	Allow a sum for testing the installation as described to the approval of the Engineer	1	item		
g	Allow a sum for painting of the whole installation with two coats of super gloss paint on a primer coat to the approval of the Engineer	1	item		
	Totals for Bill No.2: Fire hosereel installation to collection page				

Item	Description	Qty	Unit		
3.00	DRY RISER INSTALLATIONS				
	<u>Supply, deliver and install Galvanised Mild Steel Tubing to B.S.1387 Heavy Grade Class C" with screwed and socketted Joints to BS 21 and Galvanised Cast Iron fittings to BS 143 and 1256, including fixing and jointing. Tenderers must allow in their pipework prices for all the</u>				
3.01	<u>couplings, connectors, unions, joints etc as required in the running lengths of pipework and also where necessary for pipe fixing clips, holderbrats plugged and screwed and pipe sleeves through structural members.</u>				
a	100 mm diameter GMS Tubing	LM	100		
b	65 mm diameter ditto	LM	10		
3.02	<u>Extra Over GMS Tubing for the following: -</u>				
a	100 mm diameter GCI bend	No.	10		
b	100mm diameter equal Tee	No.	15		
c	100 mm diameter GCI Union	No.	16		
d	100 mm diameter GCI Cap	No.	1		
	<u>Supply, deliver and install the following: -</u>				
	Two Way Inlet Breeching				
3.03	Two way inlet breeching with 65 mm instantaneous inlets to BS 336, caps and chains, non-return valves and 25 mm drain valve, with outlet screwed 4" BSP parallel female as Thorn Fire Protection and Security Type 202 or equivalent	No.	1		
	Landing Valves				
3.04	Landing Valves of the Gate Valves complying with BS 5041: Part 2, complete with 65 mm instantaneous female outlet to BS 336, blank and chain, strap and padlock with inlet screwed 2 ½" BSP and taperfemale to BS 21 as "Angus Fire" or equal and approved.	No.	14		
	Air Valve				
3.05	Air valve fitted at the top of the riser with screwed 1" BSP male as Thorn Fire Protection and Security Type 211 or equivalent.	No.	1		
	Canvas Hose				
3.06	65 mm canvas hose 30 metres long designed for minimum average short length busting pressure of 35 bar complete with instantaneous coupling for landing valve. Branch pipe and nozzle to BS 336 as "Angus Fire" or equal and approved.	No.	14		
	Swinging Hose Cradle				
3.07	Swinging Hose Cradle for the above canvas hose manufactured in aluminium complete with wall bracket.	No.	14		
	Painting				
3.08	Allow for painting the pipes with 2 Coats of appropriate shade of red after cleaning and smoothing.	Item	1		
	Earthing				
3.09	Allow for Electrical earthing of the Dry Riser Installation complete with test clamp and earthing rod.	Item	1		
	Instruction Period				
3.10	Allow for instructing the client staff on the use of the installation.	Item	1		
	Testing and Commissioning				
3.11	Allow for setting to work, testing and commissioning of the wet riser installation.	Item	1		
Totals for Bill No.3: Dry Riser installation to collection page					

Item	Description	Qty	Unit		
4	BILL NO.4 : FIRE PORTABLES AND BARRIERS				
4.1	PORTABLE FIRE EXTINGUISHERS Supply, install and commission the following portable fire extinguishers complete with initial discharge and mounting brackets as per Specifications All Extinguishers must be from approved manufacturers by the Fire Protection Association of Kenya.				
a	5kg CO2 gas fire extinguishers conforming to BS 5423 as "Angus" or equal and approved complete with charge and fixing brackets, pictorial instructions, colour code, visual discharge indicator and serviceable on site.	32	no.		
b	9 Litre water CO2 gas fire extinguisher manufactured to BS 5423 and the cylinder manufactured to BS 5045 as "Angus" or equal and approved complete with charge and fixing bracket, pictorial instructions, discharge horn and hose, Brass hot stamping operating valve, local fire brigade approval and serviceable on site	28	no.		
c	9 Litre dry powder fire extinguisher gas cartridge type in metal casing and fixed to wall surface. Unit as 'Angus' ABC all purpose powder or equivalent and approved with content gauge.	4	no.		
d	15kg Automatic dry powder fire extinguisher gas cartridge type in metal casing and fixed to ceiling/roof slab unit as Eversafe' or equal and approved with contents gauge sprinkler head and discharge nozzle for the Genset and switch room.	12	no.		
4.2	FIRE BARRIERS Fire barred to be in accordance with BS 476				
a	Supply and install fire rated boards measuring 1200 x 500mm with a FR of 2 hours to floor openings including provisions for fire rated acrylic intumescent mastic to cover pipe surround to service pipes of OD 75mm, 50mm and power cables to penetrate through each floor.	14	no.		
b	Pipe collars to be carried out in accordance with BS 476 part 20 Supply and install pipe collars containing heat reactive intumescant material to provide up to 2 hours of fire resistance.	45	Item		
c	Allow for painting on electrical cables / busbars across fire zones with intumescent material to provide up to 2 hours of fire resistance.	1	item		
	Totals for Bill No.4: Fire portables & barriers to collection page				

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PROPOSED MAIN LIBRARY COMPLEX FOR CHUKA UNIVERSITY INTERNAL PLUMBING, DRAINAGE & FIRE FIGHTING INSTALLATIONS SUMMARY OF BILLS OF QUANTITIES		
Item ref.	Description	Amount (Kshs)
1 a)	SECTION I : PLUMBING AND DRAINAGE SERVICES	
i	Bill No.1: Water storage, pumps and associated plumbing	
ii	Bill No.2: Internal Plumbing & Drainage Services	
iii	Bill No.3: External rainwater and soil waste drainage services	
	Bill No.4: Sanitary ware & tap fittings	
iv	Water & sewer board connection fee	
	Sub-totals for Section I: Plumbing & Drainage	
b)	SECTION II: FIRE FIGHTING	
i	Bill No.1: Fire fighting pumps & associated plumbing	
ii	Bill No.2: Fire hose reel installation & associated plumbing	
iii	Bill No.3: Dry Riser Installations	
iv	Bill No.4: Fire portables & barriers	
	Sub totals for Section II: Fire Fighting Services	
	Contingency	1,500,000.00
	Preliminaries	
TOTALS FOR INTERNAL PLUMBING, DRAINAGE & FIRE FIGHTING INSTALLATIONS		
Grand total amount in words : ----- Tenderers's Name:..... Official Stamp:----- V.A.T. No.:-----P.I.N No..... Witness:----- Signature:----- Date:-----		