



TENDER DOCUMENT

**RE-ADVERTISEMENT FOR PROPOSED DESIGN, FABRICATION
AND INSTALLATION OF GALVANISED ELEVATED STEEL WATER
TANKS IN KAKUMA – TURKANA COUNTY**

TENDER NO: AMREF/23/04/2025/013-01

AMREF HEALTH AFRICA IN KENYA

INTRODUCTION

Amref Health Africa, hereinafter referred to as the Client, Employer or Project Manager, intends to invite Contractors to tender for the proposed design, fabrication and installation of galvanized elevated steel water tanks in Kakuma – Turkana County.

Proposed works will comprise the following;

- a) Design, fabrication and installation of galvanized elevated steel water tanks.

SIGNATURE AND SPECIAL NOTES

Supplied as part of the contract for;

Proposed design, fabrication and installation of galvanized elevated steel water tanks in Kakuma - Turkana County

PREPARED & ISSUED BY:

Amref Health Africa
P.O. Box 30125 - 00100
Nairobi

The contract for the above-mentioned works entered into on the day of 20.....by the undersigned parties, refers to these Bills of Quantities consisting and the Ministry of Works general specification dated 1976, (together with any amendments thereto issued since the date of publication) which shall be read and construed as part of the said contract.

.....
CONTRACTOR

.....
CLIENT

Date:

Date:

SPECIAL NOTES

The Contractor is required to check the pages of these Bills of Quantities together with all collections and summaries and should he find any missing or should the Contractor be in doubt of the precise meaning of any items of figures, for any reason whatsoever, he must inform the PROJECT MANAGER in order that the correct meaning may be decided before the date for submission of Tenders.

No liability will be admitted or claim allowed in respect of errors in the Contractor's tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.

The Bills of Quantities and General Specifications shall be read and construed together and wherever descriptions in the Bills of Quantities do not agree with descriptions in the General Specifications, then the Bills of Quantities shall override.

In the event of any discrepancies arising between the Bills of Quantities and actual works the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.

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PART A: TECHNICAL REQUIREMENTS

SECTION I: Invitation to Tender

1. Amref Health Africa invites sealed bids from eligible contractors for the proposed design, fabrication and installation of steel water tanks in Kakuma, Turkana County as indicated below;

NO.	DESCRIPTION
1.	Installation of Steel Water Tank – 250M³ (9M x 9M x 3M) on 1M High Foundation.
2.	Installation of Elevated Steel Water Tank – 50M³ on 9M High Tower.

2. Interested eligible bidders may obtain further information from the Amref Health Africa website www.amref.org
3. Complete sets of tender documents can be downloaded from the Amref Health Africa website, <http://amref.org/tenders/> by interested bidders upon payment of a non-refundable fee of **Kshs 2,000**. The payment should be made through the following Bank account(s): **Kenya Commercial Bank, Kipande House Branch, Account No: 1111429243**, or **National Bank of Kenya, Account No: 01020058330100, Wilson Branch**, or through **MPESA Paybill No.: 890750, Account No: STEEL TANKS**

Note: Amref Health Africa will not issue an eTIMS receipt for payment made.

4. Candidates will then attach a copy of the mobile money receipt or the banking deposit slip to the tender documents as proof of purchase of the tender document.
5. Completed tender documents for preliminary and technical requirements are to be enclosed in a plain envelope marked with the tender reference number and tender name. **The financial bid MUST be in a separate envelope marked with the tender reference number, tender name, vendor name and vendor contact details. The financial bid will only be opened for those bidders who will have qualified in the technical evaluation. Please note that only one complete tender document is required (Do not provide additional copies).**
6. Tenders must be delivered to the address below no later than **Tuesday, June 24, 2025 at 12:00 noon** and must be accompanied by a tender security of **KES 260,000** in the Currency specified in the tender document in the form of a bank guarantee from a reputable bank and must be delivered with the Tender Documents in the technical bid, **(bid bonds from insurance companies will NOT be accepted)**. The tender security validity period from the date of closing the tender should also be indicated.
7. Interested eligible bidders are also invited to a virtual pre-tender conference to be held on **Friday, June 13, 2025 starting at 9:30 AM**.
Register in advance for this meeting through the link below:
<https://amref.zoom.us/meeting/register/gx41NcZ3SDGAXEluB22o2A>
After registering, you will receive a confirmation email containing information about joining the meeting.

8. Completed Tender Documents are to be enclosed in a plain sealed envelope(s) clearly marked with the tender name and tender reference number and should be addressed to the following address:

**Group Financial Resources Director
Amref Health Africa
P.O. Box 30125-00100,
NAIROBI**

9. Tender Documents should be received on or before **Tuesday, June 24, 2025**, at **12 noon** at the **Amref Health Africa, Kenya Country Office - Tender Box** at the **Main Reception** along **Langata Rd, Opposite Wilson Airport**. Electronic bidding will not be permitted. Late tenders will be rejected. Tenders will be opened immediately thereafter in the presence of the Tenderers' representatives who choose to attend the tender opening ceremony at Amref International University.
10. Bidders **MUST** submit full names and National ID numbers of Tenderers' representatives who wish to attend the tender opening to Tender.Kenya@amref.org with the subject '**design, fabrication and installation of steel water tanks**' by **Tuesday, June 24, 2025**, at **10:00 AM**. Representatives will be required to present a National ID for identification. Representatives who would not have submitted their names and National ID numbers in advance will not be allowed to attend the tender opening.
11. Prices quoted should be inclusive of VAT and all other applicable taxes and must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender. The prices in your financial quotation should be broken down as follows: (Do not key in your financial quotation in this section)
- (i) Unit price
 - (ii) 16% VAT
 - (iii) Other applicable taxes
 - (iv) Transport Cost if applicable
 - (v) TOTAL COST

12. **Specific Instructions**

- 12.1 Bidders must quote for all items and quantities as indicated in order to qualify for evaluation.
- 12.2 The final bound tender document must be serially paginated. All pages in the document from top page (*immediately after top cover*) to the last page (*one before back cover*) including table of content, separators, brochures, bank deposit slip and any other attachments) in a continuous ascending order from the first page to the last in this format; 1,2,3.....n where n indicates the last numerical page number.
- 12.3 Should the reverse side of any leaf have content, it will also be considered as a page and should also be paginated.

- 12.4 Any alterations to the page numbering in the bid document must be clearly countersigned by the bidder. Failure to countersign such modifications shall render the bid non-compliant to the pagination requirement clause 2.3.2.
- 12.5 Any secondary attachment to a page (such as bank deposit slips/receipts etc.) should be glued onto that page. Stapling of secondary attachments is not allowed and may render your bid non-responsive.

Amref Health Africa reserves the right to accept or reject any or all bids and is not bound to give reasons for its decision.

SECTION II: Instructions to Tenderers

1. General/Eligibility/Qualifications/Joint venture/Cost of tendering.

- 1.1 The Employer, as defined in the Appendix to Conditions of Contract, invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the tender documents.
- 1.2 All tenderers shall provide the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.
- 1.3 All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule as necessary.
- 1.4 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for the award of the Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.
- 1.5 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer.
 - b) total monetary value of construction work performed for each of the last five years:
 - c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;
 - d) major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
 - e) qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
 - f) reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past two years;

- g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- h) authority to seek references from the tenderer's bankers;
- i) information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
- j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

1.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated:

- a) Provide a Joint Venture Agreement. A legally binding agreement must be submitted outlining the roles, responsibilities, and contributions of each party.
- b) the tender shall be signed so as to be legally binding on all partners;
- c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- d) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
- e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

1.7 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria;

- a) annual volume of construction work of at least 2.5 times the estimated annual cash flow for the Contract;
- b) experience as main Contractor in the construction of at least two completed works of a nature and complexity equivalent to the Works over the last 5 years;
- c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
- d) a team lead with at least seven years' experience in work of an equivalent nature and volume and;
- e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the payment flow under this Contract.

1.8 The figures for each of the partners of a joint venture or shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.7 (a)

and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria

1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Sub Contractors' experience and resources will be taken into account in determining the tenderer's compliance with the qualifying criteria.

1.9 9.1 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender (other than as a sub-Contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the tenderer's participation to be disqualified.

1.10 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.

1.11 Tenderers who have been blacklisted or whose contracts with the procuring entity have been terminated for non-performance in the last 2 years prior to the date of the tender advertisement are not eligible to participate in the tender.

1.12 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

2. Tender Documents

2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.

- a) These Instructions to Tenderers
- b) Form of Tender and Qualification Information
- c) Conditions of Contract
- d) Appendix to Conditions of Contract
- e) Specifications
- f) Bills of Quantities
- g) Forms of Securities

2.2 2.1 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.

2.3 Enquiries from prospective tenderers shall be addressed through tender.queries@amref.org.

2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing an addendum. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or email to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.

- 2.5 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The final bound tender document should be serially paginated (All pages in the document from top page (immediately after top cover) to the last page (one before back cover) including table of content, separators, brochures, bank deposit slip and any other attachments) in a continuous ascending order from the first page to the last in this format; 1,2,3.....n where n is the last numerical page number.
- 3.3 The document should be clearly arranged with separators and bound.
- 3.4 The tender submitted by the tenderer shall comprise the following:
- a) These Instructions to Tenderers, Form of Tender, Conditions of Contract,
 - b) Appendix to Conditions of Contract and Specifications;
 - c) Tender Security;
 - d) Qualification Information Form and Documents;
 - e) Alternative offers where invited; and
 - f) Any other materials required to be completed and submitted by the tenderers.
- 3.5 The tenderer shall fill in rates and prices for all items of the Works described in the Terms of Reference. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Terms of Reference. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.
- 3.6 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.
- 3.7 The unit rates and prices shall be in **Kenya Shillings**.
- 3.8 8.1 Tenders shall remain valid for a period of Ninety (90) from the date of submission. However, in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3 in all respects.
- 3.9 The tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount specified in

this tender document.

- 3.10 The format of the Tender Security should be in accordance with the form of Tender Security included in Section V - Standard forms or any other form acceptable to the Employer. Tender Security shall be valid for 90 days beyond the validity of the tender.
- 3.11 Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as "Tenderer" all joint venture partners and list them in the following manner: a joint venture consisting of "...", and "...".
- 3.12 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.8.
- 3.13 The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.
- 3.14 The Tender Security may be forfeited
 - a) if the tenderer withdraws the tender after tender opening during the period of tender validity;
 - b) if the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;
 - c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to;
 - i) sign agreement, or
 - ii) furnish the required Performance Security
- 3.15 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.
- 3.16 The tenderer shall only submit one completed tender document as described in Clause 3 of these Instructions to Tenderers, and containing the Form of Tender, and **clearly marked with the tender reference number and tender name**. (Do not provide additional copies).
- 3.17 The submitted tender shall be typed or written in indelible ink and shall be signed by a

person or persons duly authorized to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

3.18 Clarification of this tender shall be made through tender.queries@amref.org

3.19 The tender security shall be in the amount of **KES 260,000**.

4. Submission of Tenders.

4.1 The tenderer shall seal the original of the tender in one envelope, duly marked. The envelope shall:

- a) be addressed to the Employer at the address provided in the invitation to tender;
- b) bear the tender name and tender reference number of the Contract as defined in the invitation to tender; and
- c) provide a warning not to open before the specified time and date for tender opening.

4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

4.3 Any tender received after the deadline prescribed in clause 3 will be returned to the tenderer un-opened.

4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.15 and 4.1, with the outer and inner envelopes additionally marked "MODIFICATION" and "WITHDRAWAL", as appropriate. No tender may be modified after the deadline for submission of tenders.

4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.8 may result in the forfeiture of the Tender Security pursuant to Clause 3.13.

4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

5. Tender Opening and Evaluation

5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenderers' and Employer's

representatives who are present during the opening shall sign a register evidencing their attendance.

- 5.2 The tenderers' names and proof of purchase of each tender and any alternative tender (if alternatives have been requested or permitted), tender modifications and withdrawals, and such other details as may the Employer, at its discretion may consider appropriate will be announced at the opening. The Employer shall prepare a tender opening report.
- 5.3 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other third parties out of the context of the evaluation committee until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's officials, processing of tenders or award decisions shall result in the rejection of his tender.
- 5.4 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or email but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.
- 5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 1.7;(b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or

(c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.
- 5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
 - a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

- c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
 - d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Work (i.e. Corrected tender sum less Prime Cost and Provisional Sums).
 - e) The Error Correction Factor shall be applied to all Works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.13.
- 5.8 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5.
- 5.9 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- a) making any correction for errors pursuant to clause 5.7;
 - b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Dayworks where priced competitively.
 - c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.14; and
 - d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6.
- 5.10 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.
- 5.11 The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

- 5.12 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub- Contractor.

6. Award of Contract

- 6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.
- 6.2 Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or email. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all Contract documents called the "Contract Price") that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful. The contract shall be formed on the parties signing the contract.
- 6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer.
- 6.5 The LPO together with the contract will be sent to the successful tenderer if they acknowledge receipt and acceptance of the offer within 5 days following the date of notification of award. After receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form.
- 6.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
- 6.7 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months).
- 6.8 The tender evaluation shall be carried out within a maximum of 30 calendar days from the day of opening the tender.
- 6.9 The parties to the contract shall have it signed within 30 days from the date of notification

of contract award unless there is an administrative review request.

- 6.10 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
 - 6.11 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
 - 6.12 Price variation request shall be processed by the procuring entity within 14 days of receiving the request.
 - 6.13 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
 - 6.14 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
 - 6.15 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
7. Corrupt and Fraudulent practices
- 7.1 The procuring entity requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
8. Appeal Period
- 8.1 Any vendor/service provider who wishes to appeal against the outcome of the tender shall do so in writing within working 3 days of the date of the notification/regret letter. Any letter received after the third day shall not be responded to and shall be treated as null and void. Amref Health Africa shall have dispensed with this procurement.

SECTION III: Tender Evaluation Criteria

After tender opening, the tenders will be evaluated in 3 stages, namely:

1. Preliminary Evaluation
2. Technical Evaluation
3. Financial Evaluation

STAGE 1: Preliminary Evaluation

Bids will be evaluated based on the following criteria and the bids **lacking any of the documents** will be considered as non-responsive and therefore will be eliminated at this stage.

Mandatory Evaluation Criteria

PRELIMINARY EVALUATION OF MANDATORY REQUIREMENTS				
No.	Particulars	Marks	Compliant	Non-compliant
1.	Provide a copy of the Certificate of Incorporation/Certificate of Registration.	1 or 0		
2.	Provide a copy of a valid KRA Tax Compliance certificate.	1 or 0		
3.	Attach a mobile money deposit receipt/banking deposit slip as proof of purchase of the tender document.	1 or 0		
4.	Submit a current CR12 from the Registrar of Companies (generated not earlier than April 2024) or copies of identification cards for Sole Proprietors/Partnerships. (Must specify the shareholding)	1 or 0		
5.	Provide a copy of the Valid Business Trading License.	1 or 0		
6.	Provide tender security from a reputable bank amounting to KES 260,000 and valid until Sunday, December 21, 2025 . (Original Tender security must be attached)	1 or 0		
7.	Submit copies of the 2 most recent sequential audited financial reports (from 2022), and each MUST be signed and dated by the auditor and the firm's Directors. (Both reports must have an unqualified/unmodified auditor's opinion).	1 or 0		
8.	Provide the Building Works Certificate (NCA 6 and above) accompanied by the respective valid annual practicing license	1 or 0		
9.	ENSURE that all pages are sequentially paginated in the format 1, 2,3 starting with 1 on the top page. (See details of pagination and binding on sections 12:2, 12:3, 12:4 and 12:5 of the tender document).	1 or 0		
Bids missing any of the above mandatory decrements/requirements numbered 1 to 9 will be considered non-responsive and therefore will be eliminated at this stage.				

NOTE:

- All the above documents numbered 1 to 9 should be packaged and arranged in that order under the preliminary evaluation criteria section of the tender document.
- The completed tender documents should be bound by tape. Spiral binding is discouraged.

STAGE 2: Technical Evaluation

The tender document shall be examined based on clause 2.2 of the Instruction to Tenderers which states as follows:

1. In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instructions to Tenderers and their capability and adequacy of resources to effectively carry out the subject contract.
2. In order to comply with provisions of clause 2.2 of Instruction to Tenderers, the tenderers shall be required;
 - a) To fill the Standard Forms provided in the bid document for the purposes of providing the required information. The tenderers may also attach the required information if they so desire;
 - b) To supply equipment/items which comply with the technical specifications set out in the bid document/bills of quantities.
3. The bid will then be analyzed, using the information in the technical brochures, to determine compliance with General and Particular technical specifications for the works as indicated in the tender document.

Technical Evaluation Criteria

Requirements					
Compliance with Technical Specifications for the following key components;					
No.	Description of requirements		Max Score	Score	Remarks
1.	Key Personnel – Builders Works	Technical Personnel Qualifications: a) <u>Technical Team Leader</u> With at least a degree/higher diploma holder of key personnel in a building engineering field (architecture / quantity surveying / civil engineering / structural engineering) <i>(Should be post-qualification experience)</i> <i>(MUST attach copies of the CVs and valid Academic and Professional Certificates to score)</i> i) With over 7 years relevant experience ---- [5 Marks] ii) With 5 to 7 years relevant experience ----- [3 Marks] iii) With under 5 years relevant experience --- [1 Mark] iv) No relevant certificate ----- [0 Mark]	5 Marks		

		<p>b) <u>Technical Team</u> At least 2 diploma holders of key personnel in the building engineering field (architecture/quantity surveying/civil engineering/structural engineering) <i>(Should be post-qualification experience)</i></p> <p><i>(MUST attach copies of the CVs and valid Academic and Professional Certificates for each staff to score)</i></p> <p>i) With over 5 years relevant experience ---- [2 Marks for Each Provision] ii) With 2 to 5 years relevant experience ---- [1 Mark Each Provision] iii) With under 2 years relevant experience or no relevant experience ---- [0 Mark]</p>	4 Marks		
		<p>c) <u>Artisans</u> At least 2 artisans certificate holders in the building field (Masonry/Carpentry/Water). <i>(Should be post-qualification experience)</i></p> <p><i>(MUST attach copies of the CVs for each staff to score)</i></p> <p>i) With over 2 years relevant experience--[2 Marks for Each Provision] ii) Artisan with over 1 year but less than 2 years relevant experience----- [1 Mark for Each Provision] iii) With under 1-year experience/not provided or irrelevant ----- [0 Marks]</p>	4 Marks		
2.	List of contractor's equipment(s) (comprehensive relevant data of the proposed equipment/items to be used in this project) specify the equipment to be hired. <p>i. Provided ----- [2 marks] ii. Not provided ---- [0 marks]</p>		2 Marks		
3.	Proof of Similar Works	<p><u>Company Experience</u></p> <p>Proof of satisfactory service for contracts of previous execution of similar projects - Proven experience in the design, fabrication and installation of steel water tanks and related works within the last five (5) years to date, specifying the volume of the tanks.</p> <p><i>(MUST attach documentary evidence of reference letters/invoices/completion certificates/contracts to</i></p>	5 Marks		

		<p>score)</p> <ul style="list-style-type: none"> * Award letter is NOT considered as evidence. * Recommendation letter without LPO/Delivery Notes / Invoices/contract NOT considered as evidence. <p>i) More than 150 cubic meters ----- [5 Marks] ii) Between 50 and 148 cubic meters --- [2 Marks] iii) Less than 48 cubic meters ----- [1 Mark] iv) Not provided/Irrelevant ----- [0 Mark]</p>			
TOTAL			20 MARKS		
<p><i>Any bidder who scores at least 17 Marks out of 20 Marks shall qualify for the next stage of financial evaluation.</i></p>					

TERMS OF REFERENCE

Specifications

a) General Specifications

i) Description

A) The work of this section includes, but is not limited to:

- 1) Design, fabricate and install a **250M³** Steel Water tank on a 1m high foundation and a **50M³** elevated galvanized Steel Tank on 9m galvanized steel tower, reinforced concrete foundation, including a support base and of reinforced concrete walls foundation for the 250M³ galvanized steel tank.
- 2) Contractor shall provide all required labour, materials, and equipment.

b) Quality Assurance

B) Qualifications of Tank Supplier:

- 1) The bidder shall offer a new 9m galvanized steel elevated **50M³** tank and **250M³** galvanized steel water storage tank, specializing in the design and installation of flat panel bolted steel tanks.
- 2) The Engineer's selection of a bolted tank is predicated on a thorough examination of design criteria, fabrication construction methods, and optimum coating for resistance to internal and external tank corrosion. Deviations from the specified design, structure construction or coating details will not be permitted.
- 3) The foundation, pedestal base support and water storage tank must be installed and or fabricated by the tank manufacturer; use of subcontractors to perform these portions of work is strictly prohibited unless approved by Project Engineer.

c) Submittals (Before Commencement of Works)

A) Design Drawings:

- 1) Submit detailed design drawings for tank and accessories bearing the seal of a Professional Engineer registered in Kenya.

B) Tank Foundation Design:

- 1) Submit foundation and slab design computations bearing the seal of a Professional Engineer registered in Kenya.
- 2) Submit specification for foundation concrete and concrete walls describing ingredients, structural detailing; concrete compressive strength, reinforcement, air content, slump, placement and consolidation, curing and finishing. Submit concrete design mix including ingredient proportions, minimum cement content, and ratio for the installation of the steel stand.
- 3) Submit detailed drawings of reinforcing bars including bar lists.
- 4) Submit cost estimates for all the works for base foundation works, fabrication, and installation of the ground steel tank (1m high foundation) and Elevated steel tank (inclusive of V.A.T).

- C) When approved, two sets of such prints and submittal information will be returned to the bidder marked "APPROVED FOR CONSTRUCTION" and these drawings will then govern the work detailed thereon. The approval by the Engineer of the tank supplier's drawings shall be an approval relating only to their general conformity with the bidding drawings and specifications and shall not guarantee detail dimensions and quantities, which remains the bidder's responsibility.

Regulation and Standards

The Contract Works shall comply with the current editions of the following:

- a) The Kenya Government Regulations
- b) The Local Council By-Laws
- c) The Electricity Supply Authority By-laws
- d) Local Water Authority By-laws
- e) Kenya Building Code of Regulations
- f) Kenya Bureau of Standards.

Site Supervision

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

Products

Design Criteria

Tanks size:

- 1. **250 M³** on a 1M foundation.
- 2. **50 M³** for elevated 9M steel tank.

Tank capacity:

Tank working capacity shall be as follows: 48 M³ with bottom of water elevation (pedestal height at 9 M) and 243 M³ with the bottom of water elevation (on at least 1M foundation)

- (a) Freeboard space in top of tank shall be 0.5 meters.
- (b) Tank Length: Width: Height – 9*9*3 Meters (**250 M³**) and 5*5*2 Meters (**50 M³**)
- (c) Tank Design Standards
 - 1) The materials, design, fabrication, and installation of tank shall conform to Standard for "Factory Coated Bolted Steel Tanks for Water Storage"
 - 2) All materials furnished by the tank manufacturer, which are in contact with stored water, shall be certified to meet universally agreed standards.
 - 3) The RTP (rolled, tapered panel) bolted tank design shall have lap joint connections on both vertical and horizontal shell seams.
- (d) Plates and Sheets

- 1) Plates and sheets used in the fabrication of the tank shell and tank roof shall comply with the minimum set standards as indicated below:
 - i. Design requirements for mild strength steel shall comprise of 4.5mm thick mild steel panels, roof cover from 1.5mm thick mild steel plates.
 - ii. Bolt, nuts and washers: All bolts to be mild steel and to have a tensile strength of not more than 432N/mm² (28tons/inch²).
 - iii. Sealants: The sealant shall be used to seal lap joints, bolt connections, and sheet edges. The sealant shall cure to a rubber like consistency, should be non-toxic, have excellent adhesion to the Fusion Bond coating, have low shrinkage, and be suitable for interior and exterior exposure.
 - iv. Cathodic Protection:
 - a. The design life shall be calculated at 10 years. The cathodic protection system shall be designed for protection of uncoated steel surfaces in the product zone, including rebar within an uncoated steel tank floor.
 - b. Visual inspection for coverage shall be made after powder application and before the first oven cure. Areas with light coverage shall be re-sprayed.

Roofs

Roofs shall be fabrication of non-corrugated rectangular aluminum panels which are sealed and firmly clamped in an interlocking manner.

- i) Roof Vents:
 - a) A properly sized vent assembly in shall be furnished and installed the maximum water level of sufficient capacity so that at maximum possible rate of water fill or withdrawal, the resulting interior pressure or vacuum will not exceed 0.5" water column. The overflow pipe shall not be considered to be a tank vent.
 - b) The vents shall be fabricated of aluminum.
 - c) The vents shall be designed in a way to prevent the entrance of birds and /or animals by including an expanded aluminum screen (1/2 inch) opening.

Pipe Connections:

- i) Overflow piping shall be aluminum or stainless-steel pipe. The piping shall be installed on the exterior of the tank (as close to the tank as possible) to the ground and a washout plug at the bottom of the steel tank for drainage.
- ii) The tank inlet (2") shall extend through the base wall taking into consideration tank height specifications, and an outlet of (2") piping shall extend through the base of the tank down to the ground level for connection to the pipeline. The outlet pipe shall be fastened with brackets accordingly.

Access Ladders:

- i) An outside tank ladder shall be furnished and installed to allow access into the tank from above.
- ii) An interior caged ladder shall be furnished and installed. Ladders shall be fabricated of hot-dipped galvanized carbon steel or aluminum and comply with current requirements.

- iii) Safety cage as well as intermediate and top step –off platforms shall be fabricated of hot-dipped galvanized carbon steel.

Execution Erection

- (a) Ground water tank (GWT) Installation
 - i) Base construction and tank installation/fixing performed by qualified personnel
 - ii) The reinforced concrete dwarf walls shall be **1 M Meter above GL.**
- (b) Foundation and Support
 - i) The tank base and foundation shall be designed by a Registered Professional Engineer retained by the Tank Manufacturer to safely sustain the structure and its live loads.
 - ii) Tank column footing design shall be based on soil bearing capacity or greater as determined by geotechnical analysis.

Field Testing

- (a) Hydrostatic
 - i) Following completion of installation and cleaning of the tank, the structure shall be tested for liquid tightness by filling tank to its overflow elevation.
 - ii) Any leaks disclosed by this test shall be corrected by the contractor to the satisfaction of the Project Engineer or his appointed representative.
- 3. Time Frame
 - i) All works must be complete 28 days after the award of bid.
 - ii) Any time extension must be formally requested by the contractor

Please note that the costs of preparing the proposal and of negotiating the Contract, including any visit to the sites are not reimbursable as a direct cost of the assignment.

STAGE 3: Financial Evaluation

Upon completion of the due diligence, a detailed financial evaluation shall follow prior to award.

The evaluation shall be in three stages;

- a) Determination of Arithmetic errors
- b) Comparison of Rates; and
- c) Consistency of the Rates.

a) Determination of Arithmetic Errors

Arithmetic Errors will be corrected by the Procuring Entity as follows:

- i) In the event of a discrepancy between the tender amount as stated in the form of Tender and the corrected tender figure in the Main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail. Pursuant to Section 82 of the Public Procurement and Asset Disposal Act 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity;
- ii) Error correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected contract works (i.e. corrected tender sum less P.C; and Provisional Sums);
- iii) The Error correction factor shall be applied to all contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

b) Comparison of rates

Items that are under-priced or overpriced may indicate potential for non-delivery and front loading respectively. The committee shall promptly write to the tenderer asking for detailed breakdown of costs for any of the quoted items, relationship between those prices, proposed construction/installation methods and schedules.

The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity giving necessary evidence. Such recommendations may include but not limited to:

- i) Recommend no adverse action to the tenderer after a convincing response;
- ii) Employer requiring that the amount of the performance bond be raised at the expense of the successful tenderer to a level sufficient to protect the employer against potential financial losses;
- iii) Recommend non-award based on the response provided and the available demonstrable evidence that the scope, quality, completion timing, administration of works to be undertaken by the tenderer, would adversely be affected or the rights of the employer or the tenderers obligations would be limited in a substantial way.

c) Consistency of the Rates

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items.

SECTION IV: Conditions of Contract

1. Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

- i) “Bill of Quantities” means the priced and completed Bill of Quantities forming part of the tender.
- ii) “Compensation Events” are those defined in Clause 24 hereunder.
- iii) “The Completion Date” means the date of completion of the Works as certified by the Project Manager, in accordance with Clause 31.
- iv) “The Contract” means the agreement entered into between the Employer 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,
- v) “The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.
- vi) “The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.
- vii) “The Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- viii) “Days” are calendar days; “Months” are calendar months.
- ix) “A Defect” is any part of the Works not completed in accordance with the Contract.
- x) “The Defects Liability Certificate” is the certificate issued by Project Manager upon correction of defects by the Contractor.
- xi) “The Defects Liability Period” is the period named in the Contract Data and calculated from the Completion Date.
- xii) “Drawings” include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- xiii) “Dayworks” are Work inputs subject to payment on a time basis for labour and the associated materials and plant.
- xiv) “Client”, or the “Procuring entity” as defined in the Public Procurement Regulations (i.e. National or County Government administration, Universities, Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works.
- xv) “Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for

the execution of the Work.

- xvi) "The Intended Completion Date" is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- xvii) "Materials" are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- xviii) "Plant" is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- xix) "Project Manager" is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- xx) "Site" is the area defined as such in the Appendix to Condition of Contract.
- xxi) "Site Investigation Reports" are those reports that may be included in the tendering documents which are factual and interpretative about the surface and subsurface conditions at the Site.
- xxii) "Specifications" means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- xxiii) "Start 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).
- xxiv) "A SubContractor" is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.
- xxv) "Temporary works" are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.
- xxvi) "A Variation" is an instruction given by the Project Manager which varies the Works.
- xxvii) "The Works" are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Appendix to Conditions of Contract.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date

apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).

2.3 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- i. Agreement,
- ii. Letter of Acceptance,
- iii. Contractor's Tender,
- iv. Appendix to Conditions of Contract,
- v. Conditions of Contract,
- vi. Specifications,
- vii. Bill of Quantities,
- viii. Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

2.4 Immediately after the execution of the Contract, the Project Manager shall furnish both the Client and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project Manager shall furnish the Contractor [always with a copy to the Client] with three [3] copies of such further details or descriptive schedules as are reasonably necessary either to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

3. Language and Law

3.1 Language of the Contract and the law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

4. Project Manager's Decisions

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

5. Delegation

5.1 The Project Manager may delegate any of his duties and responsibilities to others after notifying the Contractor.

6. Communications

6.1 Communication between parties shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

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

8. Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities etc. as listed in the Appendix to Conditions of Contract and also with the Employer, as per the directions of the Project Manager. The Contractor shall also provide facilities and services for them. The Employer may modify the said List of Other Contractors etc., and shall notify the Contractor of any such modification.

9. Personnel

- 9.1 The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site immediately and has no further connection with the Work in the Contract.

10. Works

- 10.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

11. Obligation to Commence Work

- 11.1 The Contractor must commence execution of the Works on or before the date for commencement stated in the contract. The Contractor is also required to proceed regularly and diligently with the works to achieve completion within the agreed period

12. Safety and Temporary Works

- 12.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.
- 12.2 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.
- 12.3 The Contractor shall be responsible for the safety of all activities on the Site.
- 12.4 Occupational Safety and Health Administration (OSHA). The Contractor will be required to comply with OSHA requirements during installation works. The Contractor will be required to provide risk assessment and safety methods statements prior to work commencement.

13. Discoveries

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

14. Work Program

- 14.1 Within the time stated in the Appendix to Conditions of Contract, the Contractor shall submit to the Project Manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works. An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Work, including any changes to the sequence of the activities. Failure to submit or adhere to the approved program shall constitute a material breach, and the Employer may withhold interim payments until compliance is achieved.
- 14.2 The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The Project Manager's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events.

15. Statutory and Local Authority Approvals and permits.

- 15.1 The Employer shall be responsible for obtaining all planning approvals and statutory permits necessary for the execution of the Works.
- 15.2 The Contractor shall, at its own cost, obtain all necessary work permits, National Construction Authority (NCA) approvals, Environmental Impact Assessment (EIA) certifications, and any other permits required by law. Any failure by the Contractor to secure such approvals in a timely manner shall not constitute grounds for extension of time unless it is due to factors beyond the Contractor's control.

16. Possession of Site

- 16.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Appendix to Conditions of Contract, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

17. Access to Site

- 17.1 The Contractor shall allow the Project Manager and any other person authorized by the

Project Manager, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

18. Instructions

- 18.1 The Contractor shall carry out all instructions of the Project Manager which are in accordance with the Contract.

19. Extension or Acceleration of Completion Date

- 19.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.
- 19.2 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

20. Management Meetings

- 20.1 A Contract management meeting shall be held monthly and attended by the Project Manager and the Contractor. Its business shall be to review the plans for the remaining Work and to deal with matters raised in accordance with the early warning procedure. The Project Manager shall record the minutes of management meetings and provide copies of the same to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

21. Early Warning

- 21.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 21.2 The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instructions of the Project Manager.

22. Defects

- 22.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any

defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

- 22.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended as long as defects remain to be corrected.
- 22.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

23. Bills of Quantities

- 23.1 The Bills of Quantities shall contain items for the fabrication, supply and installation, of the steel water tank to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.
- 23.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.
- 23.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bills of Quantities.

24. Variations

- 24.1 All variations shall be included in updated programs produced by the Contractor.
- 24.2 No changes, modifications, or alterations to the design, materials, or construction methods shall be permitted without prior written approval of the Employer through the Project Manager. The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.
- 24.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause

21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the

work in the variation does not correspond with items in

- 24.4 The Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 24.5 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.
- 24.6 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 24.7 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 24.8 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.
25. Payment Certificates, Currency of Payments and Advance Payments
- 25.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.
- 25.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.
- 25.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.
- 25.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 25.5 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 25.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or

agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services, the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

25.7 In the event that an advance payment is granted, the following shall apply: -

- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
- b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
- c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

The amount to be repaid by way of successive deductions shall be calculated by means of the formula:

$$R = \frac{A(x^1 - x^{11})}{80-20}$$

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

x^1 = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

x^{11} = the amount of the previous cumulative payments as a percentage of the original

amount of the Contract. This figure will be below 80% but not less than 20%.

- a) with each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

26. Compensation Events

26.1 The following issues shall constitute Compensation Events:

- a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
- d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
- e) The Project Manager unreasonably does not approve a subcontract to be let.
- f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.
- g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.
- h) Other Contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- i) The effects on the Contractor of any of the Employer's risks.
- j) The Project Manager unreasonably delays issuing a Certificate of Completion.
- k) Other compensation events described in the Contract or determined by the Project Manager shall apply.

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

- 26.3 As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.
- 26.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.
- 26.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.
- 26.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.

27. Price Adjustment

- 27.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.
- 27.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.
- 27.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;
- i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
 - ii) Upon J.B.C. determining that any of the said rates of wages or other

emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.

- iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

27.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

27.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.

27.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions. The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

28. Retention

28.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole of the Works. On Completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Project Manager has certified that all defects notified to the Contractor before the end of this period have been corrected.

29. Liquidated Damages

29.1 The Contractor shall pay liquidated damages to the Employer at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the

Contractor's liabilities.

- 29.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.3.

30. Securities

- 30.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a reputable bank acceptable to the Employer and denominated in Kenya Shillings. The Performance Security shall be valid until a date 30 days beyond the date of issue of the Certificate of Completion.

31. Dayworks

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

32. Liability and Insurance

- 32.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks: The risk of personal injury, death or loss of or damage to property (excluding the Works, Materials and Equipment), which are due to;
- i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
 - ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - iii) the risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.
- 32.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Equipment, and Materials is the Employer's risk except loss or damage due to;

- a) a defect which existed on or before the Completion Date.
 - b) an event occurring before the Completion Date, which was not itself the Employer's risk
 - c) the activities of the Contractor on the Site after the Completion Date.
- 32.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;

- a) loss of or damage to the Works, Plant, and Materials;
 - b) loss of or damage to Equipment;
 - c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
 - d) personal injury or death.
- 32.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.
- 32.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 32.6 Alterations to the terms of insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies. Completion and taking over upon deciding that the Works are complete, the Contractor shall issue a written request to the Project Manager to issue a Certificate of Completion of the Works. The Employer shall take over the Site and the Works within seven [7] days of the Project Manager's issuing a Certificate of Completion.

33. Theft of Materials on Site

- 33.1 The Contractor shall be solely responsible for the security and safekeeping of all materials, plant, and equipment on Site and shall take all reasonable measures to prevent theft, damage, or unauthorized access. The Contractor shall engage adequate security personnel and implement necessary safeguards, including but not limited to fencing, access control, and surveillance where necessary.
- 33.2 The risk of loss or theft of materials shall remain with the Contractor, and the Employer shall

not bear liability for any such occurrences. The Contractor shall ensure that theft of materials is covered under its insurance policy and shall submit proof of such coverage before commencing works

34. Final Account

- 34.1 The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by the Employer under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a Payment Certificate. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

35. Termination

- 35.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Project Manager;
 - b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
 - c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.
 - e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - f) the Contractor does not maintain a security, which is required.
 - g) the Contractor fails to commence works within 30 days of the agreed start date without reasonable cause, the Employer has the right to terminate the contract. The Project manager may issue a notice of default requiring the Contractor to start the works immediately.
 - h) the Contractor does not remedy the failure within 30 days after receiving the notice, the Employer may terminate the contract and engage another party to execute the

works.

- 35.2 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.
- 35.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 35.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

36. Payment Upon Termination

- 36.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.
- 36.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.
- 36.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.
- 36.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- 36.5 Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

37. Release from Performance

37.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Work as quickly as possible after receiving this certificate and shall be paid for all Work carried out before receiving it.

38. Corrupt gifts and payments of commission

38.1 The Contractor shall not;

- a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.
- b) Enter into this or any other contract with the Employer 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 thereof have been disclosed in writing to the Employer.

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 Regulations issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya.

39. Settlement of Disputes

39.1 In case any dispute or difference shall arise between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the Works, such 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 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

On the request of the applying party. The institution written to first by the aggrieved party

shall take precedence over all other institutions.

- 39.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 39.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference 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.
- 39.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 39.5 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:
- 39.6 The appointment of a replacement Project Manager upon the said person ceasing to act.
- 39.7 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- 39.8 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- 39.9 Any dispute or difference arising in respect of war risks or war damage.
- 39.10 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 Employer and the Contractor agree otherwise in writing.
- 39.11 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.
- 39.12 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 39.13 The award of such Arbitrator shall be final and binding upon the parties.

SECTION V: Appendix to Conditions of Contract

The Client is:

Name: Amref Health Africa

Address: P.O. Box 30125 - 00100 Nairobi

The Project Manager is:

Name:

Address:

The name (and identification number) of the Contract is the **PROPOSED, DESIGN, FABRICATION AND INSTALLATION OF GALVANISED ELEVATED STEEL WATER TANKS**

The Works consist of PROPOSED, DESIGN, FABRICATION AND INSTALLATION OF GALVANISED ELEVATED STEEL WATER TANKS as per the specifications and Bills of Quantities. The Start Date shall be agreed with the Project Manager.

The maximum Intended Completion Date for the whole of the Works shall be **2 Months** after the commencement date.

The following documents also form part of the Contract as listed in clause 2.1 of the Conditions of Contract.

The Contractor shall submit a revised program for the Works within 7 days of delivery of the Letter of Acceptance.

The Site Possession Date shall be agreed with the Project Manager.

The Defects Liability period of **12 Months** will apply.

Other Contractors, utilities etc., to be engaged by the Client on the Site include those for the execution of; (Domestic Sub-Contractors must be registered with NCA and evidence of the same must be attached)

1. Plumbing and Drainage Works
2. Electrical Works
3. Building works

The minimum insurance coverage shall be;

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is____Nil -
2. The minimum cover for loss or damage to Equipment is____Nil

3. The minimum for insurance of other property is Kshs. 500,000.00

4. The minimum cover for personal injury or death insurance:

For the Contractor's employees is Kshs. 500,000.00

And for other people is Kshs. 1,000,000.00

The following events shall also be Compensation Events:

1. NONE OTHER THAN AS DEFINED IN THESE CONDITIONS OF CONTRACT 2

2. .

3. .

4. .

The period between Program updates is 7 days.

The amount to be withheld for late submission of an updated Program is a FULL CERTIFICATE The proportion of payments retained is 10 percent (%).

The Price Adjustment Clause SHALL NOT apply.

The liquidated damages for the whole of the Works is Kshs. 10,000 [per Week].

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price 10 percent (%).

The Completion Period for the Works is 12 [Weeks].

The rate of exchange for calculation of foreign currency payments is NOT APPLICABLE

The schedule of basic rates used in pricing by the Contractor is as ISSUED BY THE JOINT BUILDING COUNCIL (JBC - KENYA) THIRTY DAYS BEFORE THE DATE OF SUBMISSION OF TENDERS

Advance Payment SHALL NOT APPLY.

The Bidder should submit only ONE (1 No.) set of the Bills of Quantities as indicated in clause 4.1 of the Instruction to Tenderers.

SECTION VI: Standard Forms

- 1) Form of Invitation for Tenders
- 2) Form of Tender
- 3) Letter of Award
- 4) Form of Agreement
- 5) Form of Tender Security
- 6) Performance Bank Guarantee
- 7) Bank Guarantee for Advance Payment
- 8) Qualification Information
- 9) Confidential Business Questionnaire
- 10) Details of Sub-Contractors

Form of Invitation for Tender

_____ [date]

To: _____ [Name of Contractor]

_____ [Address of Contractor]

Dear Sir,

Reference _____

_____ [Contract Name]

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from _____

_____ [Mailing Address]

Upon payment of a non-refundable fee of Kshs _____

All tenders must be accompanied by number of copies of the same and a security in the form and amount specified in the tendering documents, and must be delivered to _____

_____ [address and location]

at or before _____

_____ [time and date]

Tender will be opened immediately thereafter, in the presence of tenderer's representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by email.

Yours faithfully,

_____ [Authorized Signature]

_____ [Name and Title]

Form of Tender

To: Amref Health Africa [Name of Client]

_____ [Date]

[Name of Contract]

Dear Sir,

In accordance with the Conditions of Contract, Specifications and Bills of Quantities for the execution of the above-named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs _____

[Amount in Figures]

[Amount in Words]

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

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

Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

Duly authorized to sign tenders on behalf of _____
[Name of the Contractor]

[Address of the Contractor]

Witness Name: _____

Address: _____ Signature: _____

Date: _____

Letter of Award

[letterhead paper of the Employer]

_____ [Date]

To: _____ [Name of the Contractor]

[Address of the Contractor]

Dear Sir,

This is to notify you that your tender dated _____

[Name of the Contract and Tender Number as given in the Tender Documents]

for the Contract Price of Kshs. _____
[Amount in Figures] [Kenya Shillings]

[Amount in words]

in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature:

Name and Title of Signatory:

Attachment: Agreement

Form of Agreement

THIS AGREEMENT, made on the day of 20.....

BETWEEN

_____ of
[or whose registered office is situated at] (hereinafter called “the Client”) of the one part

AND

_____ of
[or whose registered office is situated at] (hereinafter called “the Contractor”) of the other part.

WHEREAS The Employer is desirous that the Contractor executes _____

_____ (name and identification number of Contract) (hereinafter called “the Works”)

located at _____
[Place/location of the Works]

and the Client has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs of _____
[Amount in figures], [Kenya Shillings]

_____ [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - a) Letter of Acceptance Form of Tender
 - b) Conditions of Contract Part I
 - c) Conditions of Contract Part II and Appendix to Conditions of Contract Specifications
 - d) Priced Bills of Quantities
3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS, WHEREOF the Parties have caused this Agreement to be executed by their duly appointed representatives on the date first above-mentioned.

For and on Behalf of:

[Contractor’s Name]

[Contractors Address]

Name

Position

Signature

Witness Name

Witness Signature

Witness Name

Witness Signature

Place Company Stamp Here

For and on Behalf of:

[Clients Name]

[Contractors Address]

Name

Position

Signature

Witness Name

Witness Signature

Witness Name

Witness Signature

Place Company Stamp Here

Form of Tender Security

TENDER NO: AMREF/23/04/2025/013-01

PROPOSED DESIGN, FABRICATION AND INSTALLATION OF GALVANISED ELEVATED STEEL WATER TANKS

To: Amref Health Africa,

WHEREAS *[insert: **name of Tenderer**]* (hereinafter called “the Tenderer”) has submitted its tender dated *[insert: **date of tender**]* for the performance of the above-named Contract (hereinafter called “the Tender”)

KNOW ALL PERSONS by these present that WE *[insert: **name of bank**]* of *[insert: **address of bank**]* (hereinafter called “the Bank”) are bound unto *[insert: **name of Purchaser**]* (hereinafter called “the Purchaser”) in the sum of: *[insert: **amount**]*, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

THE CONDITIONS of this obligation are the following:

1. If, after the tender submission deadline, the Tenderer
 - i. withdraws its tender during the period of tender validity specified by the Tenderer in the Tender Form, or
 - ii. does not accept the Purchaser’s corrections of arithmetic errors in accordance with the Instructions to Tenderers; or
 - iii. does not at all reply to the Purchaser’s requests for clarification.
2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity
 - (a) fails or refuses to sign the Contract Agreement when required; or
 - (b) Fails or refuses to issue the performance security in accordance with the Instructions to Tenderers.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including **Sunday, December 21, 2025**, and any demand in respect thereof must reach the Bank not later than the above date.

Note: A bidder who withdraws its tender after the deadline for submission will forfeit its bid security deposit.

For and on behalf of the Bank

Signed: _____ Date: _____

Performance Bank Guarantee

To: Amref Health Africa [Name of Client]

_____ [Address of Client]

_____ [Date]

Dear Sir,

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____

_____ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____

(amount of Guarantee in figures) Kenya Shillings

_____ *(amount of Guarantee in words),*

and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____

(amount of Guarantee in words)

as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank _____

Address _____

Date _____

Qualification Information

Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of tender: _____

1.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name	Name of the client and contact person	Type of work performed and year of completion	Value of Contract

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, Make and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager etc.)			

1.6 Financial reports for the last TWO years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

- 1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

- 1.8 Name, address and telephone numbers of banks that may provide reference if contacted by the Employer.

- 1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

- 1.10 Proposed program (work method and schedule) for the whole of the Works.

Joint Ventures

The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture. The following information shall also be provided for the joint venture;

1. Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
2. Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
 - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

Confidential Business Questionnaire

You are requested to give the particulars indicated in part 1 and either part 2(a), 2(b) or 2(c) whichever applies to your type of business.

Part 1 - General

Business Name: Location of Business premises:
Country/Town..... Postal Address:
..... Code: Town:
Tel No.: E-mail:
Fax: Nature of Business:
.....

Part 2 (a) – Individuals

Your Name in full: Nationality:
Country of Origin: Citizenship details

Part 2 (b) – Partnership

	Name:	Nationality:	Citizenship Details:	Shares
1.			
2.			
3.			

Part 2 (c) – Registered Company

Private or Public:
.....

State the nominal and issue capital of the company:
.....
.....

Nominal KES:
.....

Issued KES:
.....

Give details of all directors as follows:

	Name:	Nationality:	Citizenship Details:	Shares
1.			
2.			
3.			

Details of Sub-Contractors

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-Contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

1. Portion of Works to be sublet:

Full names of the Sub-Contractor:

Address and head office:

Sub-Contractor's experience of similar Works carried out in the last 3 years with contract value:

.....

2. Portion of Works to be sublet:

Full names of the Sub-Contractor:

Address and head office:

Sub-Contractor's experience of similar Works carried out in the last 3 years with contract value:

.....

[Signature of Tenderer]

[Date]

Declaration

I/We have completed this form (s) accurately at the time of reply and it is agreed that all responses can be substantiated, if requested to do so, and that any inaccuracy in the information filled herein will lead to disqualification of the tenderer.

For and on behalf of:

.....

Name:

Date:

Signature:



PART B: FINANCIAL

(BILLS OF QUANTITIES)

PLEASE PROVIDE THIS IN A DIFFERENT ENVELOPE *[The financial bid **MUST** be in a separate envelope marked with the tender reference number, tender name, vendor's name and vendor's contact details. The financial bid will only be opened for those bidders who will have qualified in the technical evaluation.]*

1. DESIGN, FABRICATION, CONSTRUCTION, INCLUDING CIVIL & PLUMBING WORKS AND INSTALLATION OF 50 M³ STEEL WATER TANK ELEVATED 9M HIGH					
Item	Description	Unit	Qty	Rate	Kshs
1	DESIGN, CONSTRUCTION AND INSTALLATION				
1.1	Allow for mobilization of plant, personnel, materials and other supplies to and from site.	L/Sum	1		
1.2	Designs and drawings of the foundation, base and steel tank.	Nr	1		
1.3	Provide for the construction of a foundation for 50 M³ EST	L/Sum	1		
1.6	Fabrication, construction and installation of 50M³ Steel Water Tank	L/Sum	1		
1.7	Fabrication of reinforcement stand 9M high to support EST	L/Sum	1		
1.8	Fabrication of an access ladder.	L/sum	1		
	Total for Design and Construction				
	Add 16% VAT				
	TOTAL				

2. DESIGN, FABRICATION, CONSTRUCTION INCLUDING CIVIL & PLUMBING WORKS AND INSTALLATION OF 250 M³ STEEL WATER TANK ON FOUNDATION 1M ABOVE GROUND LEVEL				
ITEM	SPECIFICATION	QTY	UNIT COST (KES)	TOTAL COST (KES)
2.1. Supply and install on tower a 250M³ pressed steel tank	Viking metric cold pressed mild steel panels 5mm thick. Sectional water tank to BS 1564 part 2 complete with 2mm thick pitched roof cover, internal and external ladders, bracings, vent cleats, stays, manhole with lockable cover, glassticord joining compound, galvanized nuts, bolts, washers, sealants and standard 100NB threaded nozzles. All these Galvanized	1		

2.2. Plumbing works to the tank and connection to the reticulation system at 50m distance and test for leaks and strength	Plumbing works -4"G. I class B for inlet and 4"G. I Class B overflow, and 4" class B for outlet, wash out. Provide for Functional Float and pointer type water level indicator. All pipes till ground level complete with sockets, unions, tees, Pegler gate valves and any other necessary monger as will be directed by the site engineer. <i>The inlet pipe should however be free of gate valves.</i>	1		
2.3. Civil works	Civil works for the reinforced concrete foundation columns anchored on a raft foundation to achieve a 1M height as will be directed by the Engineer upon approval of the foundation details and design proposed by the contractor.	Lump sum		
	Total for Design and Construction			
	Add 16% VAT			
TOTAL (KES)				

ITEM	DISCRIPTION	UNITY	QUANTITY	AMOUNT VAT INC.
1	INSTALLATION OF STEEL WATER TANK – 250M ³ (9Mx9Mx3M) ON 1M HIGH FOUNDATION	L/SUM	1	
2	INSTALLATION OF ELEVATED STEEL TANK – 50M ³ ON 9M HIGH TOWER	L/SUM	1	
	GRAND TOTAL (KES)			

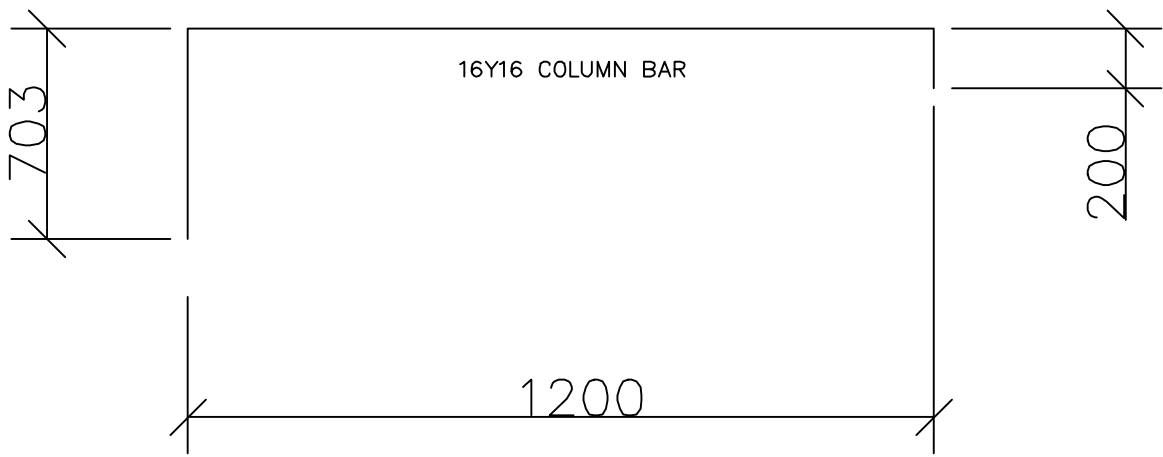
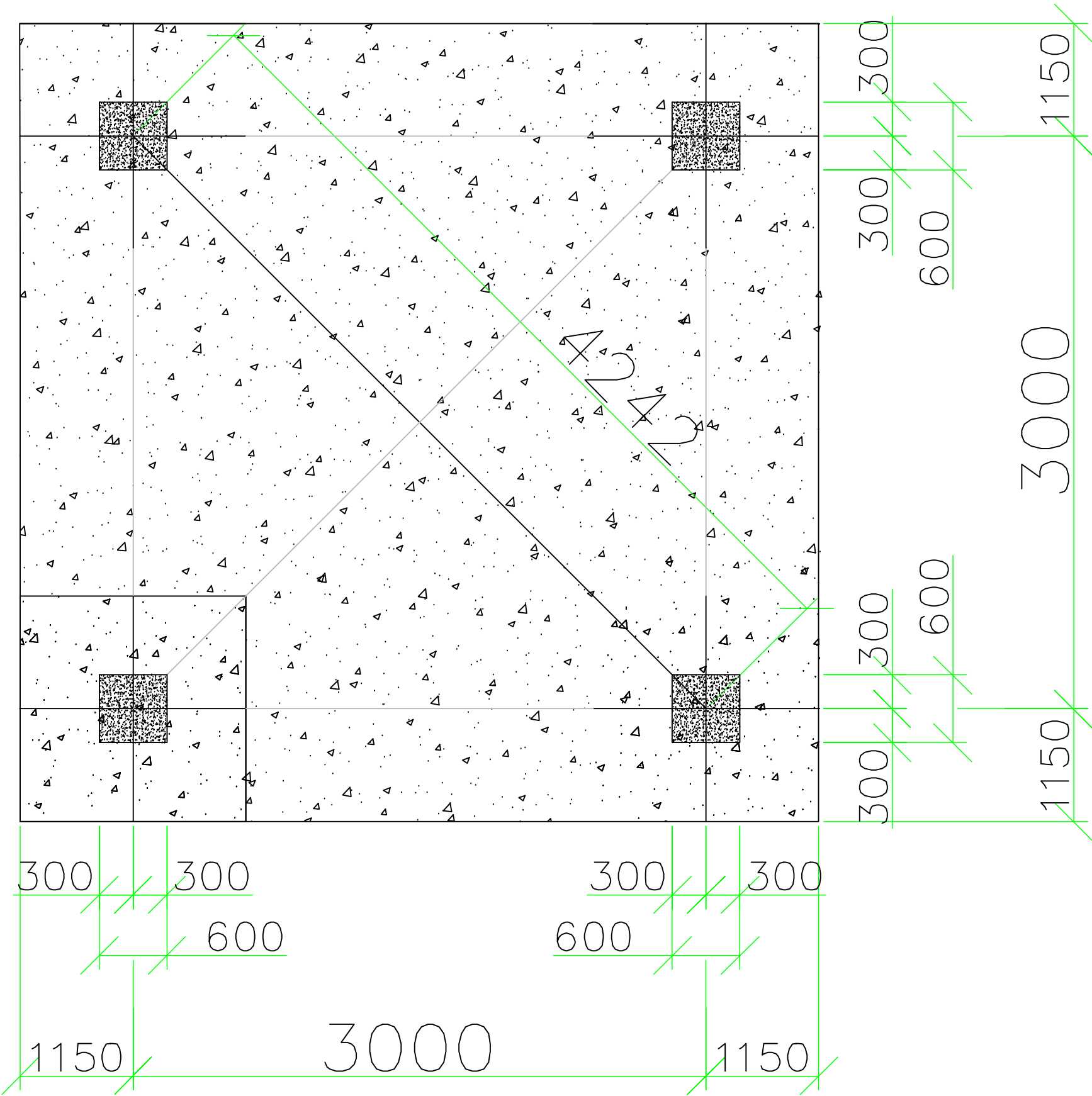
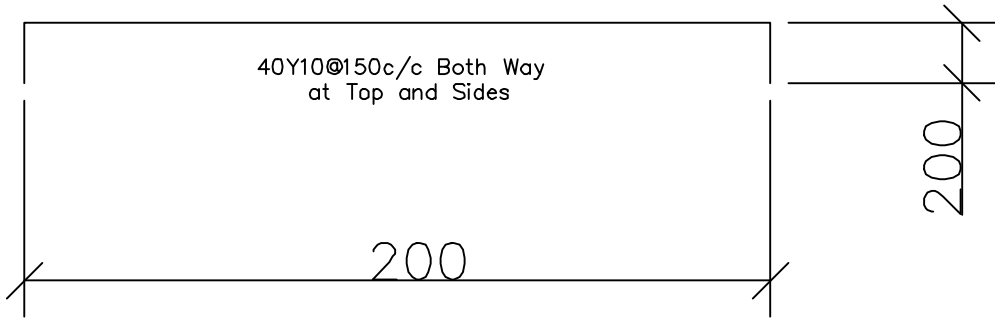
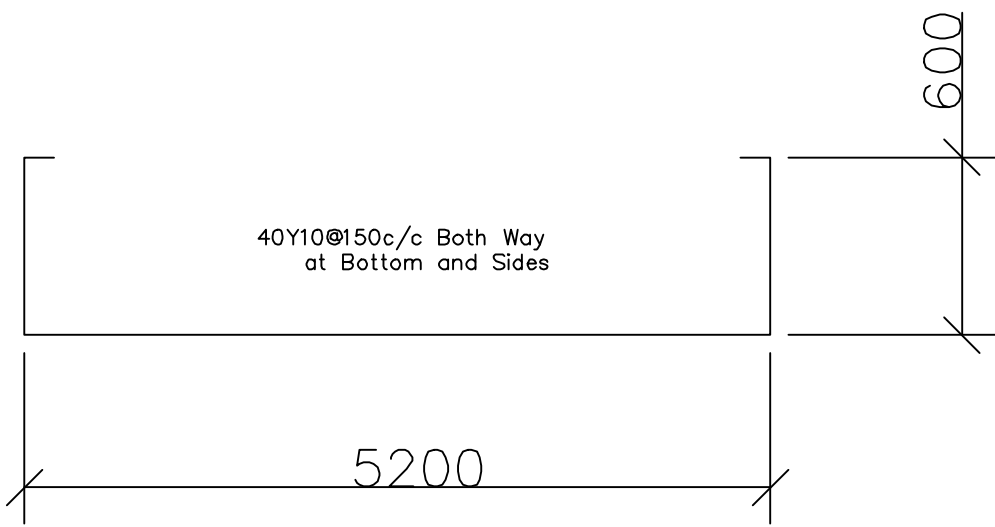
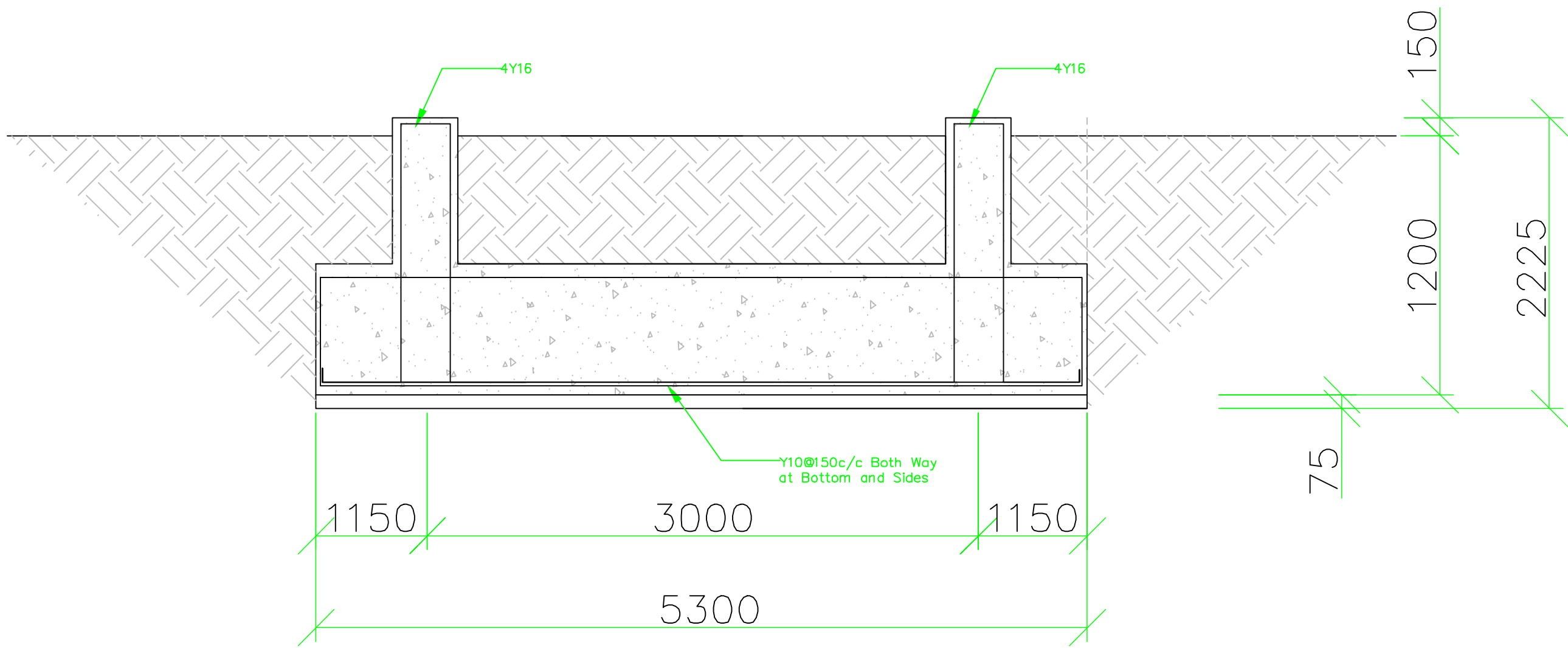
Delivery Schedule/Leadtime

BIDDERS NAME	SPECIFICATIONS	TENDER NUMBER	QTY	DELIVERY LEAD TIME	REMARKS



DIAGRAMS

DESIGN, FABRICATION AND INSTALLATION OF 50M3 STEEL WATER TANK



General Notes

CONCRETE NOTES

1. BASE TO BE STABLE AND UNDISTURBED
2. MASS CONCRETE TO BE GRADE 20/20
3. ANCHOR BOLTS TO BE M16X600mm LONG
4. CONCRETE TO BE CURED FOR 21 DAYS
5. THIS DESIGN DOES NOT APPLY FOR CLAY/SANDY SOIL

No.	Revision/Issue	Date

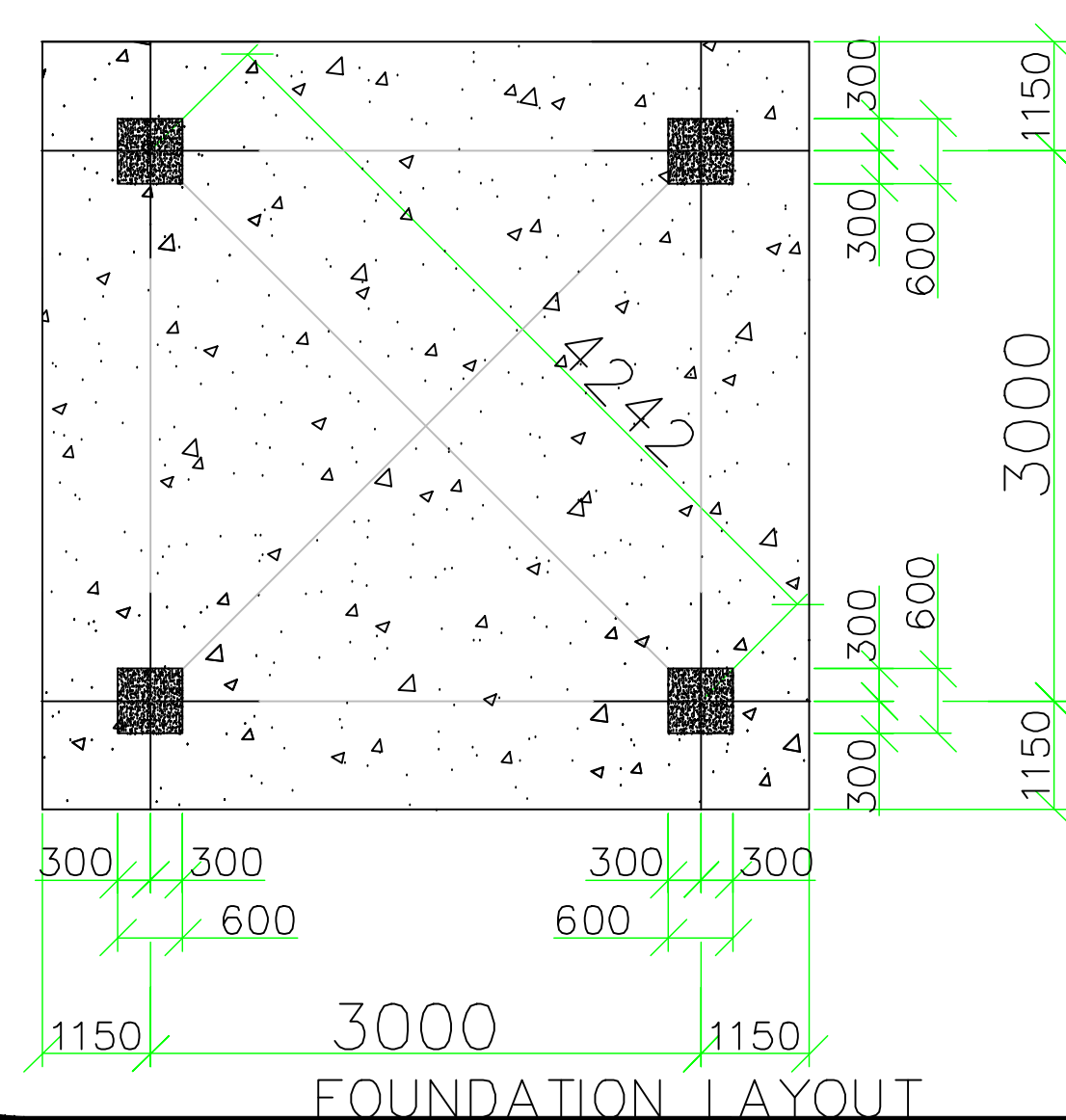
DRAWN BY: SHERDA ENGINEERING LIMITED
P.O. BOX 25960 - 00100 NAIROBI



Project: 5X5X2M TANK - 9M TOWER Sheet: 2/2

Date: 3rd APRIL 2025

Scale: 1:1



FRONT VIEW



CONNECTIONS		
NO	DESCRIPTION	TYPE
1	GUSSET COLUMN	6MM FILLET WELD ALL ROUND
2	GUSSET-BRACINGS	$\frac{5}{8}$ " X 1 $\frac{1}{4}$ " GRADE 4.6 BOLTS
3	MAIN BEAM-COLUMN	M16X50mm GRADE 8.8 BOLTS
4	MAIN BEAM-GRILLAGE	$\frac{5}{8}$ " X 1 $\frac{1}{4}$ " GRADE 4.6 BOLTS
5	WALKWAY BRACKET	$\frac{5}{8}$ " X 1 $\frac{1}{4}$ " GRADE 4.6 BOLTS
6	WALKWAY - GRILLAGE	$\frac{5}{8}$ " X 1 $\frac{1}{4}$ " GRADE 4.6 BOLTS
7	WALKWAY BRACKET - WALKWAY	$\frac{5}{8}$ " X 1 $\frac{1}{4}$ " GRADE 4.6 BOLTS
8	WALKWAY BRACKET - HANDRAILS	$\frac{1}{4}$ " X 5 $\frac{1}{4}$ " GRADE 4.6 U BOLTS
9	LADDER HANDRAILS	$\frac{5}{8}$ " X 1 $\frac{1}{4}$ " GRADE 4.6 BOLTS
10	LADDER - BRACKETS	$\frac{5}{8}$ " X 1 $\frac{1}{4}$ " GRADE 4.6 BOLTS

GENERAL NOTES

1. ALL GUSSETS
TO BE 6MM
THK UNO
2. ALL STEEL
WORK TO BE
HOT DIP
GALVANISED
3. ALUMINIUM
FINAL PAINT
ON TANK AND
TOWER AFTER
ERECTION
4. STEEL TOWER
TO BS
449-1969

No.	Revision/Issue	Date

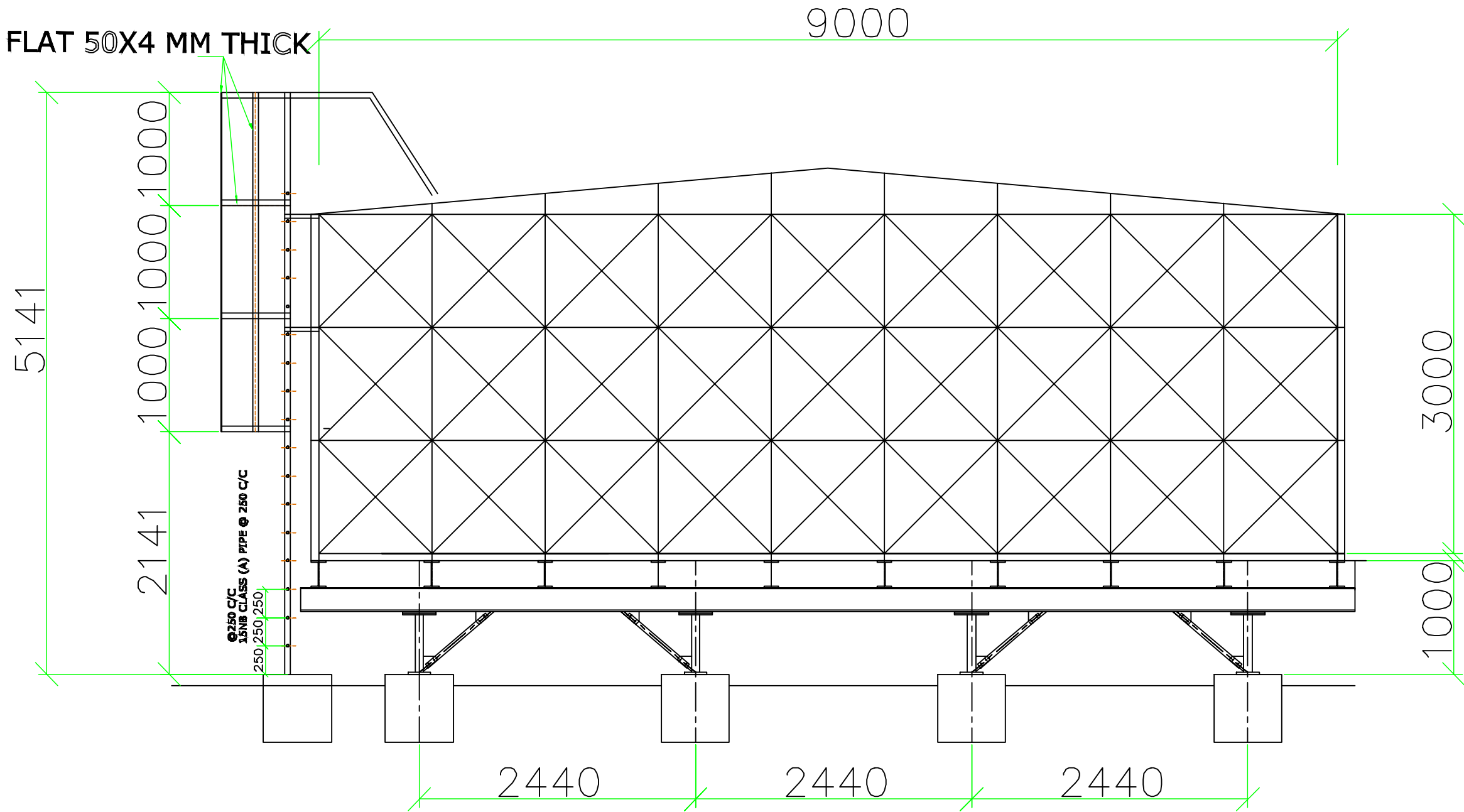
DRAWN BY: SHERDA ENGINEERING LIMITED
P.O. BOX 25960 - 00100 NAIROBI

5X5X2M TANK - 9M TOWER

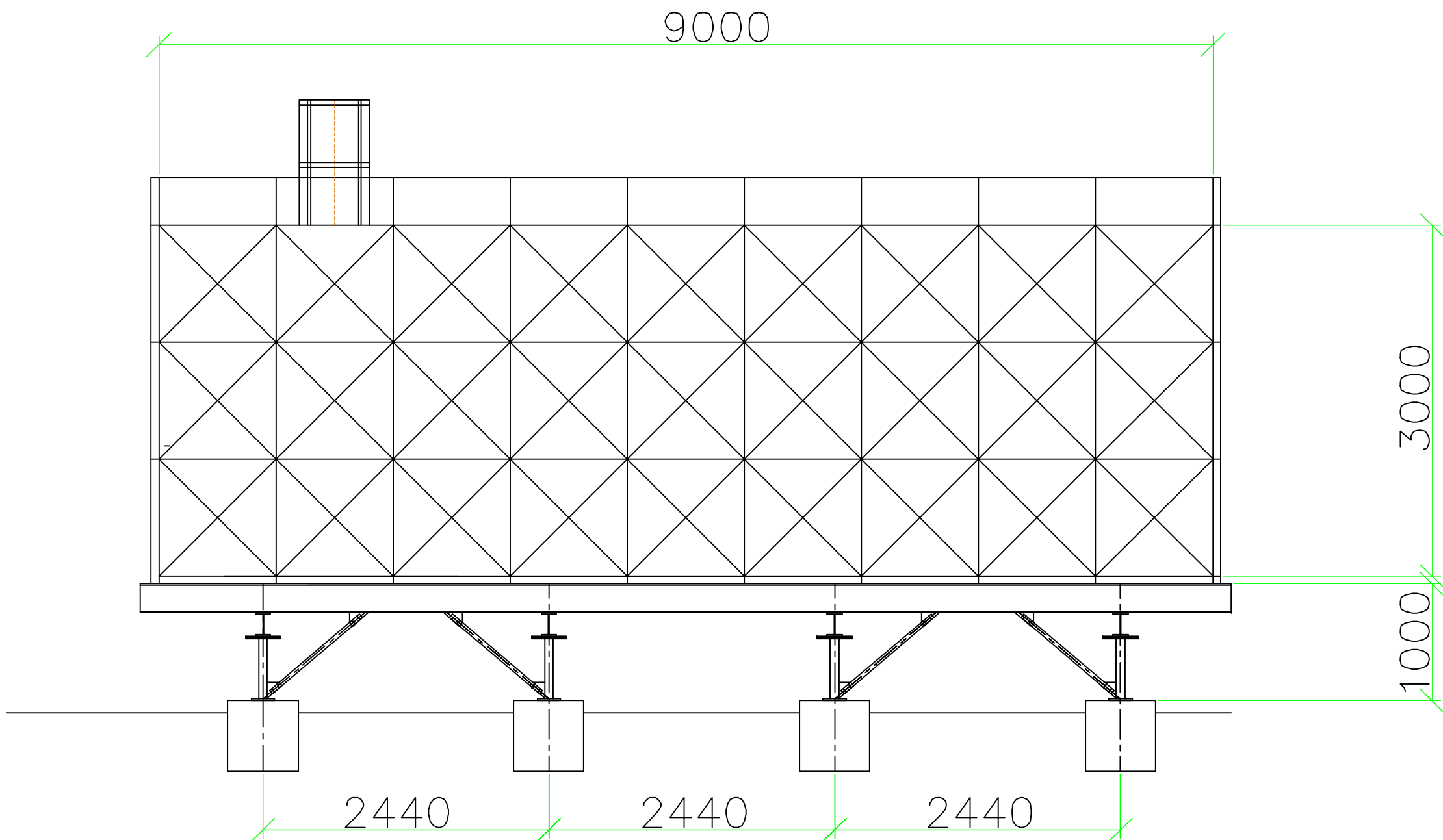


Project:	Sheet: 1/2
Date: 3rd APRIL 2025	
Scale: 1:1	

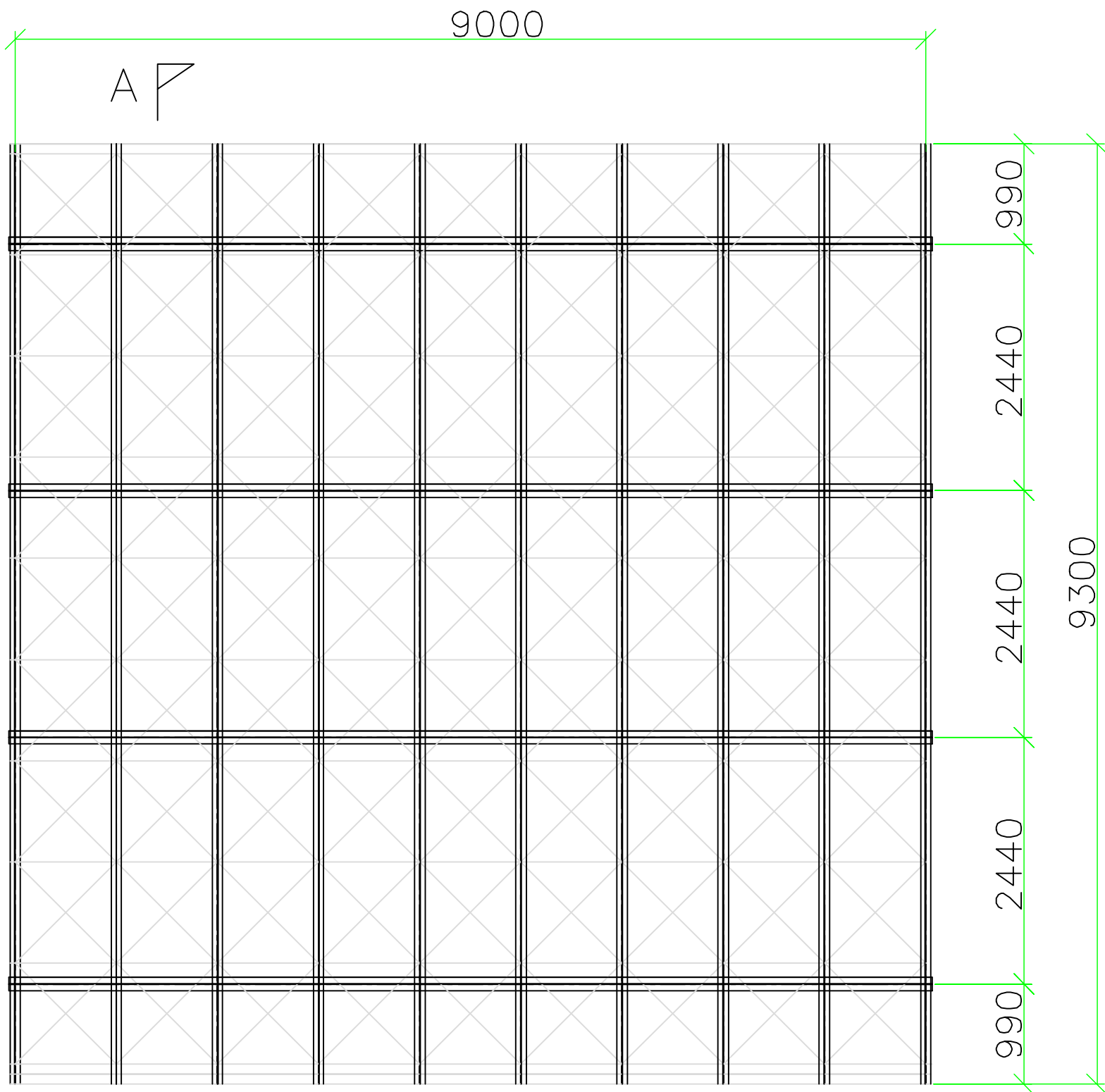
DESIGN, FABRICATION AND INSTALLATION OF 250M3 STEEL WATER TANK



FRONT ELEVATION



SECTION A-A



FRONT ELEVATION

TOWER MATERIALS			
NO	ITEM	MATERIALS DESCRIPTION	UNIT
1	CColumn	75x75x6	mm SHS
2	Main Beam	203x133x25	kg/m UB
3	Sec Beam	254x102x22	kg/m UB
4	Diagonal Bracing	40x40x6	mm RSA

CONNECTIONS				
NO	DESCRIPTION	TYPE	QTY	
1	GUSSET COLUMN	6 MM FILLET WELD ALL ROUND		
2	COLUMN - COLUMN	M16X50 mm GRADE 8.8 BOLTS	4	EACH
3	GUSSET - BRACINGS	5/8"x1 1/4" GRADE 4.6 BOLTS	2	EACH
4	MAIN BEAM - COLUMN	M16X50mm GRADE 8.8 BOLTS	4	EACH
5	MAIN BEAM - GRILLAGE	5/8"x1 1/4" GRADE 4.6 BOLTS	4	EACH
6	LADDER - BRACKETS	5/8"x1 1/4" GRADE 4.6 BOLTS	1	EACH

- General Notes
- GENERAL NOTES
1. All Gussets to be 6mm thick UNO
 2. All steelwork to be hot dip galvanised
 3. Aluminium final coat on Tower/Tank outside after erection
 4. Tank to be painted with bituminous paint inside
 5. Steel Tower to be BS 449-1969

DRAWN BY: SHERDA ENGINEERING LIMITED
P.O. BOX 25960 - 00100 NAIROBI

9X9X3M PSST STORAGE TANK ON 1M TOWER



Project: 9X9X3M PSST STORAGE TANK ON 1M TOWER
Date: 3rd APRIL 2025
Scale: 1:1

Sheet: 1/2



General Notes

- CONCRETE NOTES
1. BASE TO BE STABLE AND UNDISTURBED
 2. MASS CONCRETE TO BE GRADE ± 00
 3. ANCHOR BOLTS TO BE M16X450mm LONG
 4. CONCRETE TO BE CURED FOR 21 DAYS
 5. THIS DESIGN APPLIES TO ROCKY SITE SOILS

No.	Revision/Issue	Date

DRAWN BY: SHERDA ENGINEERING LIMITED
P.O. BOX 25960 - 00100 NAIROBI

9X9X3M PSST STORAGE TANK ON 1M TOWER



Project: 9X9X3M PSST STORAGE
TANK ON 1M TOWER

Date: 3rd APRIL 2025

Scale: 1:1

Sheet: 2/2