



CONTRACTORS' CODE AND GUIDELINES

JULY 2021

1. Definition of Terms

1.1. In this Contractors' Code and Guidelines, unless otherwise indicated or the context otherwise requires, the following words and phrases shall have the meanings assigned to them hereunder and cognate expressions shall bear the corresponding meanings:

- 1.1.1. **“Annexures”** means any document, approved by the parties, which may be incorporated into this Contractor's Code of Conduct (hereinafter defined) in the form of attachments.
- 1.1.2. **“Applicable Law”** means any of the laws, regulations, policies, guidelines, statutes, directives or other directions issued by a Competent Authority including but not limited to those that have been enumerated in Section 3 of this Contractor's Code of Conduct.
- 1.1.3. **“Approved”** means approval and/or authorization granted by DCC (hereinafter defined) and confirmed in writing by the duly authorized signatories of the Parties.
- 1.1.4. **“Business Day”** means any day other than a Saturday, Sunday or official public holiday in the Republic of Kenya.
- 1.1.5. **“Contractor's Code of Conduct”** means this Contractors' Code of Conduct and Rules as adopted and amended from time to time by the Developer.
- 1.1.6. **“Common Areas”** means:
- (i) such portions of Tatu City (hereinafter defined) which are not subject to an exclusive right of use by any registered property owner within Tatu City;
 - (ii) such portions of Tatu City which are registered in the name of the Developer or assigned to the ManCo (hereinafter defined), BUT SUBJECT TO the condition that such portion of Tatu City shall be used in common by all property owners within Tatu City in terms of any law or condition or authority for use as may be specified in any applicable instrument, from time to time; and
 - (iii) such portions of Tatu City which may be designated in any manner or in terms of any law or condition or authority for use in common by all property owners within Tatu City;

AND such portions of Tatu City which may constitute, inter alia, the pedestrian walkways, concourses, gardens, parking areas, public and natural open spaces, parks and squares and all other facilities, utilities and other improvements on Tatu City which are to be utilised for the common use of the lessees, occupiers, invitees, licencees and lawful visitors of Tatu City BUT EXCLUDING roadways and stormwater systems, owned by the Developer or assigned to the ManCo.

- 1.1.7. **“Contractor”** means a person who carries on business as a contractor where such person, for reward or other valuable consideration, undertakes the construction, installation or erection, for any other person, of any structure situated below, on or above the ground, or other work connected therewith, or the execution, for any other person, of any alteration or otherwise to any structure or other work connected therewith. and undertakes to supply.
- 1.1.8. **“DCC”** means Tatu City Development Control Company Limited, a limited liability company established by Tatu City Limited under registration number PVT-PJUYY6Q to review and approve precinct, site development, building plans (including signage applications) and monitor all works in terms of the Tatu City Development Manual and Building Standards.
- 1.1.9. **“Developer”** means Tatu City Limited.
- 1.1.10. **“EIA”** means the Environmental Impact Assessment approved by NEMA for the Precinct in which the Land is situated.
- 1.1.11. **“Employer”** means the person or entity which has engaged and employed the Contractor on behalf of whom the Works (hereinafter defined) is undertaken.
- 1.1.12. **“ESMP”** means the Environmental and Social Management Plan set out in the SEA.
- 1.1.13. **“Land”** means the specific land parcel at Tatu City on which the Works will be carried out.
- 1.1.14. **“ManCo”** means the Tatu City Management Company SEZ Limited, a company appointed by the Developer to oversee management of Tatu City with the right to act on behalf of the Developer by implementation of the rights and obligations of the Developer.
- 1.1.15. **“Master Declaration”** shall mean the Declaration of Covenants, Conditions and Restrictions for Tatu City as it may from time to time be amended or supplemented, a copy of which is available upon request and may be accessed at <https://www.tatucity.com/project-details/downloads/>.
- 1.1.16. **“NEMA”** means the National Environment Management Authority.
- 1.1.17. **“SEA”** means the Strategic Environmental Assessment for Tatu City approved by NEMA.
- 1.1.18. **“Sub-contractors”** means any suppliers or sub-contractors appointed by the Employer and/or the Contractor for the purposes of carrying out the works.
- 1.1.19. **“Tatu City”** means the comprehensive mixed-use development comprising an aggregate of 5,000 acres situate on Land Reference Number 28867/1 and Land Reference Number 31327, which development



will comprise of residential, commercial, industrial premises, recreational facilities, hospitality facilities and associated amenities in Kiambu County, Kenya. Tatu City is located north of Nairobi City in Ruiru Sub-county of Kiambu County, along Ruiru- Kiambu Road, 5km west of Ruiru Town and 6.5 km East of Kiambu Town.

- 1.1.20. **“Works”** means the earthworks, construction, extension, installation, repair, maintenance, renewal, removal, renovation, alteration, dismantling, or demolition works that the Contractor has been employed by the Employer to carry out on the Land.

2. Introduction

- 2.1. Tatu City is a 5,000-acre comprehensive mixed-use development with a Live-Work-Play environment to cater for all needs of its 250,000 residents and tens of thousands of daily visitors upon completion. Tatu City is divided into various precincts delineated by the Developer and DCC (subject to modification).
- 2.2. This Contractor’s Code of Conduct is applicable to all Contractors and Sub-contractors who are appointed to undertake Works in Tatu City.
- 2.3. In the interests of safety and the avoidance of health risk incidents, emphasis is placed on safety and accident prevention procedures.

3. Legislation

For purpose of this Contractor’s Code of Conduct, the following legislation will be deemed to be Applicable Law with which, subject to the scope of the Construction Works, all Contractors must adhere to when undertaking any Works within Tatu City:

APPLICABLE LAW	RELEVANCE
Anti-Corruption and Economic Crimes Act, 2003.	<ul style="list-style-type: none"> Provides for the prevention, investigation and punishment of corruption, economic crimes and related offence.
Architects & Quantity Surveyors Act, Chapter 525 of the Laws of Kenya.	<ul style="list-style-type: none"> Provides for the registration of architects and quantity surveyors.
Building Code (As amended).	<ul style="list-style-type: none"> Prior to erection of buildings an application, submission of plans and payment of fees are to be made to the National Government. Contains requirements relating to certificates for occupation of premises
Building Surveyors Act, 2018.	<ul style="list-style-type: none"> Provides for registration and licensing of building surveyors.
Constitution of Kenya, 2010.	<ul style="list-style-type: none"> Supreme law of the Republic and binds all persons and all State organs at both levels of government. Provides for protection of the right to property. Provides for right to fair labour practices. Provides for right to economic and social rights.
Employment Act, 2007.	<ul style="list-style-type: none"> Declare and define the fundamental rights of

	<p>employees.</p> <ul style="list-style-type: none"> Provides basic conditions of employment of employees.
Energy Act, 2019.	<ul style="list-style-type: none"> Part VI regulates the generation, importation, sale, transmission retail, supply of electricity in the Republic of Kenya and is therefore applicable to all electrical contractors.
Engineering Technology Act, 2016.	<ul style="list-style-type: none"> Provides for the regulation, practice and standards of engineering technologists and technicians.
Engineers Act, 2011.	<ul style="list-style-type: none"> Provides for the training, registration and licensing of engineers, the regulation and development of the practice of engineers.
Environmental Management and Coordination Act, 1999.	<p>Development in relation to the following provisions:</p> <ul style="list-style-type: none"> Environmental impact assessment; Environmental Audit and Monitoring; Environmental Quality standards; and Environmental protection orders.
Fair Administrative Action Act, 2015.	<ul style="list-style-type: none"> Provides for administrative action for any act, omission or decision of any person, body or authority that affects the legal rights or interests of any person to whom such action relates.
Occupational Safety and Health Act, 2007.	<ul style="list-style-type: none"> Secure the safety, health and welfare of persons at work; and protect persons other than persons at work against safety and health arising out of, or in connection with the activities of persons at work.
The Physical and Land Use Planning Act (Number 13 of 2019).	<ul style="list-style-type: none"> Role of the project development components in relation to land planning. Proposed developments must be approved by the National Government and certificate of compliance issued accordingly.
Proceeds of Crime and Anti-Money Laundering Act, 2009.	<ul style="list-style-type: none"> Provides for the offence of money laundering and to introduce measures for combating the offence, to provide for the identification, tracing, freezing, seizure and confiscation of the proceeds of crime.
Public Health Act, Chapter 242 of the Laws of Kenya.	<ul style="list-style-type: none"> Prevention and suppression of infectious diseases, sanitation and ancillary matters.
National Museums and Heritage Act, 2006.	<ul style="list-style-type: none"> Provides for the protection of monuments and national heritage.
National Construction Authority Act, 2011.	<ul style="list-style-type: none"> Promotes and stimulates the development, improvement and expansion of the construction industry; Prescribes qualifications of contractors, accredits and registers contractors; Promotes and ensures quality assurance in the construction industry; and Prescribes a code of conduct for the

	construction authority.
National Construction Authority Act 2011 (Code of Conduct for the Construction Industry), 2020 (Gazette No. 2767).	<ul style="list-style-type: none"> Highlights the acceptable and unacceptable conduct of parties involved in the construction value chain.
Standards Act, Chapter 496 of the Laws of Kenya.	<ul style="list-style-type: none"> Provides for standardization of construction materials and building standards.
Survey Act, Chapter 299 of the Laws of Kenya.	<ul style="list-style-type: none"> Provides for the licensing of land surveyors. Preparation of survey marks and plans.
Traffic Act, Chapter 403 of the Laws of Kenya.	<ul style="list-style-type: none"> Prescribes modalities for registration and licensing of vehicles and drivers; Regulates traffic and parking; Prescribes modalities for reporting of accidents and handling of associated claims; and Prescribes penalties for traffic offences.
Tobacco Control Act, 2007.	<ul style="list-style-type: none"> Provides for the control of the production, manufacture, sale, labelling, advertising, promotion of tobacco product and regulate smoking in specified areas.
Water Act, Number 43 of 2016.	<ul style="list-style-type: none"> Provides for protection of water resources, effluent discharge, Water utilization and pollution.
The Work Injury Benefits Act, 2007.	<ul style="list-style-type: none"> Provides for compensation to employees for work related injuries during the course of their employment.

4. DCC Fees for Review of Proposed Building Plans

- 4.1. The owner must pay the requisite fees invoiced by the DCC in respect of review of building plans, which fee is payable upon issuance of the DCC's invoice and before submission of an application for building approval to the Ministry of Lands & Physical Planning. The separate DCC Development Control Guidelines on review of building plans also apply. These guidelines can be accessed at <https://www.tatucity.com/development-control-committee-dcc-by-tatu-city/>.
- 4.2. Until the DCC Fees are paid in full and cleared funds, the Contractor shall not begin any kind of construction or improvement, as defined under the Master Declaration, on the Land whatsoever.
- 4.3. Service Charges owed and the fee highlighted in 6.1.1 below must be paid in full before the Contractor begins the Works.

5. Project Plan

- 5.1. A Contractor shall not commence building work before submitting detailed building plans to the DCC , which must include:
 - 5.1.1 details of building work to be undertaken;

- 5.1.2 details of the Contractor's logistics plan;
 - 5.1.3 the commencement and anticipated finishing dates of the building contract;
 - 5.1.4 confirmation that the DCC Fees have been paid in full; and
 - 5.1.5 until the Employer has full DCC approval for the Works.
- 5.2 The Employer or the Contractor shall also submit all licenses and permits from a Competent Authority that would be applicable to the project and the proposed Works.

6. Land Access and Egress

- 6.1. A Contractor or Sub-contractor shall not commence building or any work within Tatu City before –
- 6.1.1 being fully approved as a Contractor or Sub-contractor in Tatu City after paying a mandatory registration/business permit fee of KES. 20,000 per contractor/subcontractor renewable bi-annually to the Manco. This fees will be set /reviewed periodically by the Manco.
 - 6.1.2 reporting to the DCC for the pre-building interview;
 - 6.1.3 returning to the DCC a duly signed acknowledgement copy of this Contractor's Code of Conduct together with the supporting documents and information specified therein;
 - 6.1.4 maintaining a comprehensive and accurate record of the employees and Sub-contractors who will require access to the premises, including copies of their respective national identification cards.
 - 6.1.5 supplying to the DCC or its designated representative, in writing, the following particulars of employees and Sub-contractors who will require access to the premises and to notify the DCC, in writing, of any changes within seven (7) days from the date when such changes occur:
 - (a) full name;
 - (b) passport size photograph;
 - (c) national identification card number; and
 - (d) designation.
 - 6.1.6 ensuring that the Contractor's staff, agents and Sub-contractors comply with this Contractor's Code of Conduct.
- 6.2. A pre-building inspection of the site shall be conducted by the DCC to record its condition for future comparison.
- 6.3. Only authorized vehicles will be allowed into Tatu City. Deliveries must be made on Business Days and during off peak hours being the hours before 09h00 and after 15h00.



- 6.4. Contractors and their suppliers shall only enter and exit through the designated access and egress routes, that is, through a plot or roads as determined by the DCC or its designated representative. Contractors will be responsible for their staff and suppliers. The Developer may alter access routes from time to time.
- 6.5. No vehicles will be allowed to cross any part of the natural open green areas, or parkland, or to deviate from roads or recognized road routes. Any driver contravening this rule will attract a spot fine as determined by the ManCo, and shall be liable for any damage sustained.
- 6.6. Vehicles with mechanical legs on trailers must use protection for possible road surface damage.

7. Contractor's Equipment

- 7.1. The Contractor shall be responsible for all Contractor's equipment when brought on to the Land.
- 7.2. The Developer shall not be liable for any loss or damage to any of the Contractor's equipment.

8. Contractors' Camp

The Contractor shall provide to the DCC a site plan detailing the positioning of any proposed labor camp for approval by the DCC. Use of the labor camp will be restricted to the contractor's personnel only and for purposes connected with Works. Access to any such facility will be strictly controlled by an access control system and Tatu City security personnel. Save for the security staff, the labor camp shall not be used as a residence.

9. Protection of the Environment

- 9.1. The Contractor shall take all reasonable steps to protect the environment (both on and off the Land) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
- 9.2. The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the specification or prescribed by Applicable Laws.

10. Contractor's Staff

- 10.1. The Contractor shall ensure that all staff (including casual employees and staff employed by Sub-contractors) are suitably qualified and experienced for their respective roles, and are duly registered with the National Construction Authority (NCA) as appropriate.
- 10.2. All staff registered in terms of 10.1 will be issued with a permit by the DCC or its designated representative, specific to their working site or designation, which must be worn at all times whilst on the Land.



- 10.3. All Contractors and Sub-contractors must issue their employees with an identification card, which shall contain the employee's colour photograph, full name, designation and national identification number.
- 10.4. The Contractor is responsible for the discipline of its members of staff and those of the Contractor's agents, Sub-contractors and suppliers.
- 10.5. The Contractor will ensure that its direct and indirect employees always have the statutory, DCC and ManCo recommended personal protective gear on while onsite. Any non-compliance will attract spot fines by the ManCo or DCC to be paid by either the noncompliant employee, the contractor or both.
- 10.6. Staff movements shall be restricted to their designated places of work within the Land and/or Tatu City. Accessing unauthorized areas and trespass on other properties within or adjacent to Tatu City is strictly prohibited. Any person found accessing unauthorized areas without reasonable justification will be liable to payment of a spot fine and / or may be required to vacate Tatu City with or without notice.
- 10.7. If any employee is found guilty of the following offences without reasonable justification the employee and/or the Employer may be evicted from Tatu City and denied any opportunity to undertake any further Works on the Land;
- 10.7.1. disturbing or endangering the animal, fish or bird life;
 - 10.7.2. stealing or removing material or goods from the Land and/or Tatu City without permission;
 - 10.7.3. involvement with any form of violence or other disturbance, or nuisance; and
 - 10.7.4. undertaking or plotting to undertake any offence defined under the Penal Code (Chapter 63 of the Laws of Kenya).
- 10.8. Each Contractor shall be responsible for its Sub-contractors and any damages caused by its employees, Sub-contractors and/or delivery vehicles delivering material to the Land, and shall be liable to pay for any damages that may occur on the Land and/or Tatu City. The damages include damages to kerbs, roads, utility services, irrigation, streetscape and or damage to private property.
- 10.9. The Contractor will take reasonable measures necessary to ensure compliance with the Occupational Safety and Health Act (as amended from time to time) including provisions on record keeping and incident reporting.
- 10.10. The remedies set out in this Contractor's Code of Conduct will apply without prejudice to any other remedies available to the Developer and the DCC under the Master Declaration or at law.

11. Sub-contractors

- 11.1. Contractors shall ensure that Sub-contractors and suppliers receive copies of and comply with this Contractor's Code of Conduct.



- 11.2. The provisions of this Contractor's Code of Conduct shall apply to all Contractors and Sub-contractors undertaking any Works at Tatu City.

12. Compliance

- 12.1. All Works undertaken on the Land shall be governed by the National Construction Authority Act (Act No. 41 of 2011) (as amended from time to time) and accordingly, all Contractors, Contractor's employees and Sub-contractors are to observe the provisions thereof. Failure to do so may result in –
- 12.1.1. the suspension of the Works on the Land;
 - 12.1.2. fines;
 - 12.1.3. stop orders;
 - 12.1.4. demolitions; and/or
 - 12.1.5. such other remedies as may be available under the Master Declaration or as prescribed by the national, county and Tatu City by-laws.
- 12.2. Every Contractor shall ensure that –
- 12.2.1. The Contractor, the Contractor's employees and Sub-contractors observe the provisions of the National Construction Authority Act (Act No. 41 of 2011) and this Contractor's Code of Conduct.
 - 12.2.2. The Contractor complies with the provisions of the National Construction Authority Act (Act No. 41 of 2011) (as amended from time to time) and Occupational Health and Safety Act (OSHA), 2007.
- 12.3. The Contractor shall ensure that it has satisfied all requirements prescribed under the National Construction Authority Act (as amended from time to time), has been assessed in terms of the National Construction Authority (Act No. 41 of 2011) and has paid the applicable fees up-to-date.
- 12.4. The Contractor shall comply with all other applicable legislation in Kenya (as amended from time to time) regardless of whether or not it is expressly mentioned in this Contractor's Code of Conduct.

13. Fire and Smoking

- 13.1. Under no circumstances will smoking be allowed in areas designated as "No Smoking" zones and any person contravening this rule may be asked to leave the Land and/or Tatu City.
- 13.2. Fires shall only be allowed with written permission from the DCC.

14. Intoxication and Drug Use

- 14.1. No alcoholic beverages will be allowed onto the Land.



- 14.2. Any person who is, or appears to be, intoxicated or under the influence of drugs or any other condition that may render, or be likely to render, him incapable of taking care of himself, or of persons under his charge, shall not enter, or be allowed to enter the Land.
- 14.3. The Contractor shall ensure that any employee under the influence of alcohol or drugs is excluded from the Land and shall report the incident to the security officer on duty as soon as possible.

15. Entering Unauthorized Areas

- 15.1. A Contractor shall only enter those parts of Tatu City to which authorization has been granted. It must be emphasized that the Works may only take place inside the Land.
- 15.2. A Contractor is restricted to the Land and no Contractor or that Contractor's employees will be allowed to sit, walk or wander about other properties within Tatu City.
- 15.3. If an employee of a Contractor is found outside the Contractor's site on the Land, the employee and/or the Contractor and/or the Contractor's foreman shall be issued with a verbal warning from the DCC. Should the employee not adhere to the verbal warning and again be found outside the Contractor's site, the DCC shall be entitled (at its sole and absolute discretion) to –
- 15.3.1. remove the employee from the Land and deny any further access to such employee; and/or
- 15.3.2. a Contractor shall not, without an owner's prior written consent, (other than the owner employing the Contractor) use any property belonging to such owner to unload or store any equipment, materials or for drive-through access to the Land.

16. Driving, Parking and Deliveries

- 16.1. Only recognized roads and aisles within Tatu City may be used, unless permission is obtained from the DCC
- 16.2. The Contractor shall ensure that drivers drive carefully and obey traffic rules and signs when driving on Tatu City roads. All drivers must be in possession of a valid driver's license. Failure to adhere to this will result in fines and/or impoundment of non-compliant vehicles by the ManCo and access to the Land being denied to the driver. The Contractor shall be responsible for all Sub-contractors and their actions.
- 16.3. Suppliers to the Land must know the plot number for delivery or access will be denied.
- 16.4. Notwithstanding the provisions of the Traffic Act (Chapter 403 of the Laws of Kenya), all drivers must obey any speed limit or other traffic safety measure introduced by Tatu City.

17. Site House-keeping, Tidiness and Waste Disposal



- 17.1. The Contractor shall maintain the Land in a clean and tidy condition as far as is practically possible.
- 17.2. It is the Contractor's responsibility to ensure that all scrap and building rubble originating from the Works is removed from the Land to a suitable Tatu City approved stockpile or dumping site(s). Accumulation of clean natural soil for backfill shall be neatly stockpiled and dealt with in terms of the SEA and EIA within Tatu City. Where materials vary in consistency and type there must be separation between stockpiles in the designated stockpiling and dumping sites. A license from NEMA must be issued for temporary waste storage areas within Tatu City. The Developer and/or the DCC shall control all movement of natural earth material into, out of and within the confines of Tatu City.
- 17.3. All waste shall be dealt with in terms of a construction waste management plan prepared by the Contractor and approved by the DCC and the ManCo. The waste management plan shall address the way in which the Contractor will comply with the management of waste disposal, recycling of waste, and mitigating dust, spillage, debris on Common Areas.
- 17.4. No concrete, cement or such may be temporarily stored, or mixed or prepared on any of the roadways, kerbs and pavements or Common Areas.
- 17.5. Materials that are offloaded by a supplier of the Contractor may not encroach onto the adjacent land, the pavement or roadways. The Contractor shall move the material offloaded in a Tatu City non-designated area within one (1) hour, failure to which appropriate penalties will apply.
- 17.6. The Contractor is also responsible for removal of any sand or rubble that may have washed or moved onto the pavement or roadways.
- 17.7. Noise and dust reduction is essential, and the Contractor shall endeavour whenever possible to limit unnecessary noise, especially employee loud talking, shouting or whistling, radios, sirens or hooters, motor revving, etc. Mitigation measures for the reduction of dust as stated in the SEA and EIA must be adhered to at all times.
- 17.8. The Contractor is to ensure that the roads in the vicinity of the Land are always kept neat and tidy, including materials, mud or soil that may have been driven or dropped onto the road or sidewalk. All emergency exits/access for staff and vehicles must be kept clear at all times.
- 17.9. The Contractor shall provide adequate facilities for temporary rubbish disposal on the Land and ensure that all rubbish is removed from the Land weekly or more regularly if required. No rubbish may be burnt or buried on the Land. No form of paper, cement bags, tiles off cuts, ceiling boards, roof tiles, rubble, or the like shall be left lying around, or be allowed to blow off the Land. The ManCo may provide waste disposal facilities at a cost to the Contractor.
- 17.10. All waste is to be sorted into categories and stored in bins on the Land prior to disposal or recycling. The categories will include but not be restricted to, paper and related products, ceiling products and gypsum, plastics, concrete, clay and tile products. Any toxic waste material is to be stored and handled in terms of the relevant national legislation.
- 17.11. With the dams, rivers and water features on Tatu City, pollution and contamination of groundwater and run-off water is particularly sensitive. Contractors shall ensure



special care in their handling, disposal and cleaning-up operations and adhere to the regulations as stipulated in the SEA and EIA. Special preventative control must be taken on waterfront sites to avoid spillage. DCC will carry out regular testing of water courses to ensure the Contractor's environmental controls are in place.

- 17.12. Fires for cooking or any other purpose will not be permitted, and Contractors shall ensure approved alternate meal arrangements are made. The Contractor must ensure that its employees make no fires for heating purposes or any other reason.
- 17.13. The Contractor shall provide portable toilet facilities approved by DCC or its designated representative during construction. Alternatively, the ManCo will provide the toilet facilities at a cost to the Contractor.
- 17.14. The Contractor will provide temporary waste storage which will be regularly emptied for offsite treatment and disposal. All treatment and disposal will comply with any applicable Kenyan standards and documentation will be required by DCC to verify this.
- 17.15. No certificate of completion will be issued by the DCC unless it is satisfied that the Land is entirely cleared of all rubble, surplus material is removed, and is left clean, and any damage to roadways and other infrastructure caused by the Contractor has been reinstated to the satisfaction of DCC.
- 17.16. Should the Contractor not fulfil this obligation after receipt of written notice from DCC requesting the Contractor to remove the scrap and building rubble, DCC may proceed to clean the Land to their satisfaction and the Contractor and/or the Employer shall be liable to reimburse any costs reasonably incurred by the Developer and/or DCC in this regard.

18. Evacuation on Completion of the Works

- 18.1. Upon completion of the Works, the Contractor shall ensure that all areas have been restored to a satisfactory level. This includes but not limited to the following:
 - 18.1.1. Contractor's compound or working area where offices, plant and equipment were stored;
 - 18.1.2. temporary storage areas along the work site; and
 - 18.1.3. excavations/borrow pits, etc.

The Contractor shall not vacate the Land before all applicable matters outstanding (including but not limited to certificates, other documentation, fees and fines) have been resolved with the DCC.

19. Contravention of the Guidelines and Penalties

- 19.1. Any practice undertaken by a Contractor on the Land likely to cause injury or loss of life will not be tolerated by the DCC. Failure to remedy such breach within a reasonable period prescribed by notice issued by the Developer and/or DCC may lead to suspension of Works.
- 19.2. Any fine imposed on the Contractor shall be deemed to be a debt due and payable by the Contractor or Employer forthwith on demand.

- 19.3. The Developer shall not tolerate any verbal or physical abuse on the Land and the Contractor shall ensure that any employee or Sub-contractor guilty of verbal or physical abuse is excluded from the Land and shall report the incident to the security officer on duty as soon as possible.

20. Damage to the Developer's Improvements and Developments

If any vehicles or any building materials of the Contractor, Employer or their staff, agents or Sub-contractors – or any other action by them – causes damage and/or litters the surface of any area of Tatu City and its improvements (including finished roads within Tatu City) the Developer may at its discretion either:

- a) require the Contractor and/or Employer to repair the damage to the Developer's satisfaction and, in such instance, the Contractor must comply within the prescribed time; or
- b) repair and clean any such area and/or road and shall be entitled to claim all costs of any such repairs and/or cleaning from the Contractor and/or Employer.

21. Indemnity by the Contractor and Employer

The Contractor and Employer shall be jointly and severally liable for - and hereby indemnify the Developer and DCC - in respect of any loss, harm or damage suffered or incurred (including reasonably incurred legal fees for defending any claims) on the Land or Tatu City, or injury to persons, or death arising from the negligence, breach of statutory duty or default of the Contractor or the Contractor's employees, agents, Sub-contractors or suppliers.

22. Signage and Hoarding

- 22.1. Two approved building boards (as per DCC_014_Project Notice Board) shall be erected on the Land. This includes a 'Project' board and one 'Main Contractor' board in terms of the Tatu City Development Manual and signage criteria specification. An application indicating the size and position of the boards is to be submitted to the DCC for approval prior to installation. Boards are to be maintained in a level position and must be removed immediately after completion of the Works. Monthly fees for each site board are payable to the Manco.
- 22.2. Unless otherwise agreed to in writing by DCC prior to the commencement of the Works, the Land (including tips, material storage areas and ablution facilities) must be enclosed on all sides by a 1.8m high hoarding screen, save that provision may be made for access to the Land.
- 22.3. The hoarding (unless otherwise determined by DCC) must be a neat pole structure (placed at regular intervals) with stable horizontal members top and bottom, covered with 50% minimum density, green shade cloth or material otherwise agreed by DCC. The hoarding shall be maintained and be neat at all times.
- 22.4. Advertising on hoarding shall be allowed only with the prior approval of the DCC, and upon payment of a fee to the ManCo.
- 22.5. The temporary screen must be removed on completion of the Works, or when requested there by the DCC or its delegated representative.



22.6.

Should the DCC consider that special hoardings are required to protect third parties either within or beyond the Land, their decision is final and the Contractor must comply with all such requirements

23. Working Hours

23.1.

Construction hours are limited from 08h00 to 17h00 and not evenings as set out in the SEA and EIA, and subject to changes as deemed necessary by NEMA.

23.2.

Prior written approval, in the form of a permit, may be obtained from DCC for work outside of these hours. No construction activities will be permitted on public holidays or Sundays except with prior written approval from DCC or its designated representative.

23.3.

No employees of the Contractor may sleep overnight on the Land. Only security staff registered with DCC may remain on the Land to monitor and guard the Land.

24. Labour and Human Rights

24.1.

The Developer is committed towards the protection of the labour laws, human rights, and immigration laws and therefore expects the Contractor to comply with all applicable laws and regulations including but not limited to the Employment Act, CAP 226 and the Labour Relations Act Number 14 of 2007.

24.2.

The Contractor shall ensure that:

24.2.1.

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

24.2.2.

the Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development; and

24.2.3.

in case of an employee who is a foreigner, such employee has the necessary documentation issued by the Department of Immigration indicating that he is permitted to work for the Contractor.

25. Health and Safety

25.1.

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's personnel.

25.2.

In collaboration with local health authorities, the Contractor shall ensure that first aid facilities are available at all times at the Land, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.



- 25.3. Subject to the nature of the Works, the Contractor shall appoint an accident prevention officer at the Land, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority. The Contractor shall send, to the DCC, details of any accident as soon as practicable after its occurrence.
- 25.4. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Employer may reasonably require and shall, upon request of the DCC, make these reports available for inspection.

26. Sexual Harassment

- 26.1. The Developer is committed to a work environment in which all individuals are treated with respect and dignity. All interactions must be business-like and free from harassment.
- 26.2. Sexual harassment comprises unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This description includes many forms of offensive behaviour and includes gender based harassment with a person of the same sex as the harasser. Examples include:
- 26.2.1. unwanted sexual advances;
 - 26.2.2. offering employment benefits in exchange for sexual favours;
 - 26.2.3. visual conduct that includes making derogatory comments or jokes, leering, making sexual gestures, or displaying of sexually suggestive objects or pictures;
 - 26.2.4. physical conduct that includes touching, assaulting, or impeding or blocking movements; and
 - 26.2.5. unwelcome sexual advances (either verbal or physical) and requests for sexual favours.
- 26.3. Any sexual harassment of the staff or agents of the Contractors, Developer, the ManCo is strictly prohibited. Any proven offenders will be liable to being expelled from Tatu City, without prejudice to any other remedies that may be available at law.

27. General

A Contractor shall –



DEVELOPMENT CONTROL COMMITTEE (DCC)

- 27.1. Use its best endeavours to maintain safety, security, and a clean and tidy environment at Tatu City while undertaking the Works and shall at all times comply with the provisions of this Contractor's Code of Conduct together with:
- 27.1.1. the terms and conditions of the ESMP;
 - 27.1.2. the requirements of the EIA; and
 - 27.1.3. the Tatu City Health and Safety Policy.
- 27.2. report any theft, accident or unusual occurrence to Security without delay;
- 27.3. report any fire, gas or spillage of acid or industrial waste to the DCC or Security office;
- 27.4. not be allowed or any of a Contractor's employees or Sub-contractor shall not be allowed to bring any firearms or traditional weapons onto the Land without the prior written approval of the DCC;
- 27.5. ensure that its staff and all Sub-contractors, their staff, and suppliers observe the site speed limit as determined by DCC and Manco. Due care must also be taken by all vehicles not to block the thoroughfare of the road;
- 27.6. abide with the Safety, Health and Environment Policy of Tatu City at all times;
- 27.7. conduct its operation in a reasonable and co-operative manner and should the DCC and ManCo have any concern with the conduct of the Contractor, the Sub-contractor or his suppliers and any of their employees, the DCC reserves the right to suspend the Works either indefinitely or until such undesirable conduct is rectified;
- 27.8. Vehicles leaking oil and fluids will not be permitted to park on the roadways, drip trays must be utilized as specified in the Environmental Management Plan and spillage must be dealt with accordingly. Contractors are expected to provide copies of all legal Health and Safety and other statutory documentation to the Developer on request and must comply with all national regulations;
- 27.9. If any provisions of this Contractor's Code of Conduct are vague and/or incomplete in any respect and/or if any dispute arises with regard to the interpretation of this Contractor's Code of Conduct, the matter shall be determined by the Developer or its designated appointees;
- 27.10. The Contractor and Employer shall be held jointly and severally liable for ensuring compliance with this Contractor's Code of Conduct;
- 27.11. In the event that an Employer replaces or adds the Contractor(s) engaged to undertake the Works on the Land, the Employer shall procure execution of this Contractor's Code of Conduct, and delivery of the duly acknowledged copy, to the

**DEVELOPMENT CONTROL COMMITTEE (DCC)**

DCC within seven (7) days from the date of appointment of the additional or replacement Contractor;

- 27.12. The Developer and / or the DCC reserves the right to modify or supplement this Contractor's Code of Conduct at any time by issuance of written notice to that effect to Employers and Contractors;
- 27.13. This Contractor's Code of Conduct shall be read together with the Master Declaration, the lease granted in respect of the Land and applicable laws and regulations (as amended from time to time); and
- 27.14. This Contractor's Code of Conduct shall be governed by the laws of the Republic of Kenya.

Appendix I:

Client Information	
<i>Name</i>	
<i>Address</i>	
<i>Telephone</i>	
<i>e-mail address</i>	
<i>Signature</i>	
<i>Date signed</i>	
Main Contractors Information	
<i>Name</i>	
<i>Address</i>	
<i>Telephone</i>	
<i>e-mail address</i>	
<i>Signature</i>	
<i>Date signed</i>	
Project Manager / Client Rep	
<i>Name</i>	
<i>Address</i>	
<i>Telephone</i>	
<i>e-mail address</i>	
<i>Signature</i>	
<i>Date signed</i>	

Attachments:

- (i) Copy of Certificate of Incorporation;
- (ii) Appointment letter from the Employer;
- (iii) NCA approval;
- (iv) List of staff (full name, ID number and designation)
- (v) List of Sub-contractors (full name, ID / company number and designation)

Appendix II: Emergency Contacts

	Item	Contact
1	Tatu City Ambulance Services	+254 20 513 1099
2	Tatu City Fire Emergency Services	+254 20 513 1088
3	Tatu City Security	+254 20 513 1033
4	Ruiru Area Police	+254 20 513 1066
5	City Management Helpdesk	+254 20 513 1022

Appendix III: Prescribed Fines

The DCC will impose fines at its discretion, up to the prescribed minimum fee. This Appendix may be varied by the DCC at any time provided that any amendments shall not apply retrospectively.

DCC Rate Card DCC Rate Card

Description	Penalty 1	Penalty 2	Penalty 3
Payment of DCC Fee	KES 50,000	KES 100,000	Access blocked
Project plan approval	KES 50,000	KES 100,000	Access blocked
Site access and egress	KES 50,000	KES 100,000	Access blocked
Contractor's camp	KES 50,000	KES 100,000	Access blocked
Contractor's staff and sub-contractors (per individual staff violation and/or cost of damages to private property)	KES 5,000	KES 10,000	Access blocked
Fire	KES 50,000	KES 100,000	Access blocked
Smoking (per individual violation)	KES 5,000	KES 10,000	Access blocked
Intoxication / drugs	KES 5,000	KES 10,000	Access blocked
Entering unauthorised areas	KES 50,000	KES 100,000	Access blocked
Driving, parking and deliveries	KES 5,000	KES 10,000	Access blocked
Site house-keeping and waste disposal	KES 50,000	KES 100,000	Access blocked
Site evacuation upon completion of contract	KES 50,000	KES 100,000	Access blocked
Contravention of guidelines	As outlined above	As outlined above	Access blocked
Damage to Developer's improvements and developments	Cost of repairs + KES 50,000	KES 100,000	Access blocked
Signage and hoarding	KES 10,000	KES 50,000	Access blocked
Working hours	KES 10,000	KES 50,000	Access blocked
Unauthorized earth material excavation and or haulage	At least KES 50,000	At least KES 100,000 plus impounding of truck etc.	Access blocked
Debris/ any solid or liquid material spillage along roadways, kerbs or	At least KES. 25,000 plus cost of clean-up	At least KES. 50,000 plus cost of clean-up	Access blocked

any unapproved site.			
Environmental pollution(liquid effluent discharge and air pollution)	At least KES. 50,000 plus cost of clean-up	At least KES. 100,000 plus cost of clean-up	Access blocked
No DCC Approved Site Plan displayed on site	KES 10,000	KES 25,000	Access blocked
No DCC Approved Health and Safety Plan displayed onsite	KES 10,000	KES 25,000	Access blocked
Lack of applicable DCC approved PPEs (safety shoes, gloves, helmets, eye protection, earplugs/ear muffs)	KES 10,000	KES 50,000	Access blocked
Working in confined spaces and at heights without safety harnesses and other safety measures in place	KES 20,000	KES 50,000	Access blocked
Unsecured pits, power cables and infrastructure, storm and sewer manholes	KES 10,000	KES 50,000	Access blocked
Site toilets	KES 35,000	KES 50,000	Access blocked
Sexual harassment	Reported to police	Reported to police	Access blocked