

REPUBLIC OF KENYA



WAJIR COUNTY GOVERNMENT

PROPOSED GRAVELLING AT DASHEG-TARBAJ ROAD

Tender No. WCG/T/390/2017-2018

TENDER ADVERT DATE: 16TH NOVEMBER, 2017

TENDER CLOSING DATE: 29TH NOVEMBER, 2017

TIME: 10.00 am

**SENIOR SUPERINTENDING ENGINEER
TARBAJ SUB COUNTY
P.O. BOX 9-70200
WAJIR**

**CHIEF COUNTY OFFICER (ROADS)
WAJIR COUNTY GOVERNMENT
P.O. BOX 9-70200
WAJIR**

PROPOSED GRAVELLING OF DASHEG- TARBAJ ROAD

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SECTION 1: FORM OF BID

FORM OF BID

(NOTE: The Appendix forms part of the Bid. Bidders are required to fill all the blank spaces in this form of Bid and Appendix)

NAME OF CONTRACT: PROPOSED GRAVELLING AT DASHEG-TARBAJ ROAD

CONTRACT No.

- a. TO: Chief County Officer (Roads)
Wajir County Government
P. O. Box 9-70200
Wajir

Sir,

- 1. Having examined the Conditions of Contract, Specifications, Bills of Quantities, and Drawings for the execution of the above-named works we, the undersigned, offer to construct and install such works and remedy any defects therein in conformity with the said Bills of Quantities, Conditions of Contract, Specifications and Drawings for the sum of.

(Insert amount in words)

.....
.....

(Insert amount in figures).....

As specified in the Appendix to Bid or such other sums as may be ascertained in accordance with the said Conditions.

- 2. We undertake, if our bid is accepted, to commence the works within twenty-eight (28) days of receipt of the Engineer's order to commence, and to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix to Bid.
- 3. If our bid is accepted we will, when required, obtain the guarantee of a Bank or other sureties (to be approved by you) to be jointly and severally bound with us in a sum not exceeding 10% of the above named sum for the due performance of the contract under the terms of a Bond to be approved by you.
- 4. We agree to abide by this bid for the period of one hundred and twenty (120) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. We understand that you are not bound to accept the lowest or any bid you may receive.
- 6. On the basis of our previous experience we are fully experienced and competent in the type of work included in this BID and we have adequate financial resources to carry out the works described within the period for completion. We are in a position to fulfil the contract for which we have Bided.

Dated this Day of 20

Signature.....in the capacity of

Duly authorized to sign bids on behalf of (Name of Bidder)

.....

(Address of Bidder).....

(Name of Witness).....

(Signature of Witness).....

(Address of Witness).....

(Occupation of Witness).....

SECTION 2: APPENDIX TO FORM OF BID

APPENDIX TO FORM OF BID

(This appendix forms part of the bid)

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Bid Security (Bank Guarantee)		2% of Quoted Contract sum
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	
Valuation of Works	11.1.3	Measurements with Bills of Quantities
Program to be submitted	14.1	Not later than 21 (twenty one) days after issuance of Order to Commence
Cash flow estimate to be submitted	14.3	Not later than 21 (twenty one) days after issuance of Order to Commence
Period for commencement, from Engineer's order to commence	41.1	28 days
Time for completion	43.1	3 Months
Amount of liquidated damages	47.1	Ksh. 0.05% of contract sum per day
Limit of liquidated damages	47.1	10% of Contract Value
Variation Order	51.1	15%
Minimum amount of interim certificates	60.2	10% of contract sum
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60.10	90 days
Time within which payment to be made after Final Payment Certificate signed by Engineer	60.10	90 days
Appointer of Arbitrator/Adjudicator	67.3	The Chartered Institute of Arbitrators (Kenya).
Notice to Employer.	68.2	The Employers address is: Chief County Officer (Roads) Wajir County Government P. O. Box 9-70200 <u>Wajir</u>

Signature of bidder..... Date.....

SECTION 3: FORM OF BID SECURITY.

FORM OF BID SECURITY

BID BANK GUARANTEE

Note: The bidder shall complete only this form of Bank guarantee. No other Form of Bid Bond or any other forms of security will be accepted. Bidders who fail to comply with this requirement will be disqualified.

WHEREAS [*Name of bidder*].

.....
.....

(Hereinafter called “the Bidder”) has submitted his bid dated

for the **PROPOSED GRAVELLING AT DASHEG-TARBAJ ROAD**
, hereinafter called “The Bid”

KNOW ALL MEN by these presents that we [*Name of Bank/Insurance company*]

.....
.....

of [*Name of Country*]

.....

Having our registered offices at

.....

(Hereinafter called the Bank/Insurance company) are bound unto the Chief County Officer (Roads), Wajir County Government (hereinafter called “the Employer”) in the sum of

(in words) Ksh.....

.....

(In figures) Ksh.....

for which payment will be well and truly made to the said Employer the Bank/Insurance company binds itself, its successors and assigns by these presents.

Signed for the said Bank/Insurance company thisday of20.....

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder refuses to accept the correction of errors in his bid; or
3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid Validity;
 - (i) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders when required or
 - (ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty-eight (28) days after the date of expiration of the bid validity, as stated in the Instructions to Bidders.

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed.

AUTHORIZED SIGNATURE OF THE BANK/INSURANCE COMPANY

..... DATE

NAME OF SIGNATORY

.....

TITLE OF SIGNATORY

NAME OF THE WITNESS

SIGNATURE OF THE WITNESS DATE

ADDRESS OF THE WITNESS

SECTION 4: INSTRUCTIONS TO BIDDERS

SECTION 4: INSTRUCTIONS TO BIDDERS

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CONDITIONS OF BID AND INSTRUCTIONS TO BIDDERS

A. GENERAL

1 Scope of Bid

- 1.1 The Employer, as defined in the Conditions of Contract Part II hereinafter “the Employer” wishes to receive bids for the construction of works as described in Section 1, clause 102 of the Special Specifications –“Location and extent of the Works”
- 1.2 The successful bidder will be expected to complete the Works within the period stated in the Appendix to Bid from the date of commencement of the Works.
- 1.3 Throughout these bidding documents, the terms bid and BID and their derivatives (bidder/Bidder, bid/Bided, bidding/Bidding etc) are synonymous, and day means calendar day. Singular also means plural.

2 Source of Funds

- 2.1 The source of funding is the Wajir County Government.

3 Corrupt Practices

- 3.1 The Government requires that the bidders, suppliers, sub-contractors and supervisors observe the highest standard of ethics during the procurement and execution of such contracts. in this pursuit of this policy, the government;
 - (a) Defines for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution, and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competition
 - (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract, and
 - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a government contract if it at any times determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract.

4 Eligible Bidders

- 4.1 This invitation to bid is open to all Bidders who are legally registered or incorporated in the Republic of Kenya as of the time of bid submission. Registration with Ministry of Roads as a Contractor is mandatory.
- 4.2 Bidders shall not have a conflict of interest. Bidders shall be considered to have conflict of interest, if they participated as a consultant in the preparation of the design, documentation or technical specifications of the works that are the subject of this bidding other than as far as required by the Employer.
- 4.3 A firm that is under a declaration of ineligibility by the Employer in accordance with clause 3, at the date of submission of the bid or thereafter, shall be disqualified
- 4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5 Qualification of the Bidder

- 5.1 Bidders shall as part of their bid:

- (a) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and
 - (b) Update any information submitted with their bids and update in any case the information indicated in the schedules and continue to meet the minimum threshold criteria set out in the bid documents.
- 5.2 As a minimum, Bidders shall provide latest information set out below:
- (a) evidence of access to lines of credit and availability of other financial resources
 - (b) financial predictions for the current year and the two subsequent years, including the effect of known commitments
 - (c) work commitments
 - (d) current litigation information; and
 - (e) availability of critical equipment
- 5.3 Bidders shall also submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to in Clause 1.2 above.
- 6 One Bid per Bidder**
- 6.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified.
- 7 Cost of Bidding**
- 7.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 7.2 The bidder and any of his personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such inspection, but only on the express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission would not have arisen.
- 7.3 The Employer will conduct a Site Visit concurrently with the pre-bid meeting referred to in Clause **Error! Reference source not found.**, attendance for which is mandatory for all bidders. Failure to attend the site visit by any bidder will lead to disqualification of his /her bid.

B. BIDDING DOCUMENTS

8 Contents of Bidding documents

- 8.1 The set of documents comprising the BID includes the following together with any addenda issued in accordance with Clause 10:
- (a) Invitation to Bid
 - (b) Instructions to bidders
 - (c) Qualification Criteria
 - (d) Conditions of Contract - Part II
 - (e) Conditions of Contract - Part I
 - (f) Standard Specifications
 - (g) Special Specifications

- (h) Form of Bid, Appendix to Form of Bid and Bid Security
- (i) Bills of Quantities
- (j) Schedules of Supplementary information
- (k) Form of Contract Agreement
- (l) Form of Performance Security
- (m) Drawings
- (n) BID addenda (BID notices)

8.2 The bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids that are not substantially responsive to the requirements of the bidding documents will be rejected.

9 Clarification of Bidding documents

- 9.1 The prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter the term cable is deemed to include telex and facsimile) at the Employer's mailing address indicated in the Bidding Data.
- 9.2 The Employer will respond in writing to any request for clarification that he receives earlier than 7 days prior to the deadline for the submission of bids. Copies of the Employer's response to queries raised by bidders (including an explanation of the query but without identifying the sources of the inquiry) will be sent to all prospective bidders who will have purchased the bidding documents.

10 Amendment of Bidding documents

- 10.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing subsequent Addenda.
- 10.2 The Addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 9.1 and shall be communicated in writing or cable to all purchasers of the bidding documents. Prospective bidders shall promptly acknowledge receipt of each Addendum in writing or by cable to the Employer.
- 10.3 In order to afford prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer may, at his discretion, extend the deadline for the submission of bids in accordance with Clause 20.

C. PREPARATION OF BIDS

11 Language of Bid

- 11.1 The bid prepared by the bidder and all correspondences and documents relating to the bid exchanged by the bidder and the Employer shall be written in the English Language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the bid, the English language shall prevail.

12 Documents comprising the Bid

- 12.1 The bid to be prepared by the bidder shall comprise:
 - (a) Duly filled-in the Form of Bid and Appendix to form of bid;
 - (b) Bid security;

- (c) Priced Bills of Quantities;
- (d) Schedules of information
- (e) Qualification Criteria
- (f) Any other materials required to be completed and submitted in accordance with the Instructions to Bidders embodied in these bidding documents.

12.2 These Forms, Bills of Quantities and Schedules provided in these bidding documents shall be used without exception (subject to extensions of the Schedules in the same format).

13 Bid Prices

- 13.1 Unless explicitly stated otherwise in the bidding documents, the contract shall be for the whole works as described in Sub-Clause 1.1, based on the basic unit rates and prices in the Bill of Quantities submitted by the bidder.
- 13.2 The bidder shall fill in rates and prices for all items of Works described in the Bills of Quantities, whether quantities are stated or not.
- 13.3 All duties, taxes (excluding VAT) and other levies payable by the Contractor under the Contract, or for any other cause as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder.
- 13.4 Unless otherwise provided in the Bidding Data and Conditions of Particular Application the rates and prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 70 of the Conditions of Contract.

14 Currencies of Bid and payment

- 14.1 Bids shall be priced in Kenya Shillings.

15 Bid Validity

- 15.1 The bid shall remain valid and open for acceptance for a period of 120 days from the specified date of bid opening specified in Clause 20.
- 15.2 In exceptional circumstances prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required nor permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension, and in compliance with Clause 16 in all respects.

16 Bid Security

- 16.1 The bidder shall furnish, as part of his bid, a bid security in the amount shown in the Appendix to Form of Bid.
- 16.2 The bid security shall be in the form of unconditional bank guarantee from a reputable bank located in Kenya. The format of the bank guarantee shall be in accordance with bid security included in Section 1. The bid security shall remain valid for a period of 30 days beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-Clause 15.2.
- 16.3 Any bid not accompanied by an acceptable bid security will be rejected by the Employer as non-responsive.
- 16.4 The bid securities of unsuccessful bidders will be discharged/ returned as promptly as possible as but not later than 30 days after the expiration of the period of bid security validity.

- 16.5 The bid security of the successful bidder will be discharged upon the bidder signing the Contract Agreement and furnishing the required performance security.
- 16.6 The bid security may be forfeited:
- (a) if a bidder withdraws his bid, except as provided in Sub-Clause 22.2.
 - (b) if the bidder does not accept the correction of any errors, pursuant to Sub-Clause 28.2 or
 - (c) in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) sign the Contract Agreement or
 - (ii) furnish the necessary performance security

17 No alternative offers

- 17.1 The bidder shall submit one offer, which complies fully with the requirements of the bidding documents.
- 17.2 The bid submitted shall be solely on behalf of the bidder. A bidder who submits or participates in more than one bid will be disqualified.
- 17.3 A price or rate shall be entered in indelible ink against every item in the Bills of Quantities with the exception of items which already have Prime Cost or Provisional sums affixed thereto. The bidders are reminded that no “nil” or “included” rates or “lump-sum” discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply will be disqualified.

17.4 SECTION 7 SCHEDULE 3

- 17.5 The bidder is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 or through the minutes of the pre-bid meeting.
- 17.6 Non-attendance at the pre-bid meeting by a Bidder will be a cause for disqualification of his BID.

18 Format and signing of Bids

- 18.1 The bidder shall prepare one original of the documents comprising the bid as described in Clause 12 of these Instructions to Bidders, bound with the section containing the Form of Bid and Appendix to Bid, and clearly marked “ORIGINAL”. In addition, the bidder shall submit two copies of the bid clearly marked “COPIES”. In the event of discrepancy between them, the original shall prevail.
- 18.2 The original and copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub-Clause 5.1(a). The person or persons signing the bid shall initial all pages of the bid where entries or amendments have been made.
- 18.3 The bid shall be without alterations, omissions or conditions except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

D. SUBMISSION OF BIDS

19 Sealing and marking of Bids

19.1 The bidder shall seal the original and each copy of the bid in separate envelopes duly marking the envelopes "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer separate envelope.

19.2 The inner and outer envelopes shall:

(a) be addressed to the Employer at the address provided in the Appendix to Form of Bid.

(b) bear the name and identification number of the contract. In addition to the identification required in sub-Clause 19.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause 21.1, and for matching purposes under Clause 22.

19.3 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder's identity the Employer will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.

20 Deadline for submission of Bids

20.1 Bids must be received by the Employer at the address specified in Sub Clause 19.2 not later than *at the time and date, stipulated in the tender notice*. The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in accordance with Clause 10 in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

21 Late Bids

21.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 20 will be returned unopened to the bidder.

22 Modification, Substitution and Withdrawal of Bids

22.1 The bidder may modify, substitute or withdraw his bid after bid submission, provided that written notice of modification or withdrawal is received by the Employer prior to the prescribed deadline for submission of bids.

22.2 The bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

22.3 No bid may be modified subsequent to the deadline for submission of bids, except in accordance with Sub-Clause 28.1.

22.4 Any withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified in Clause 16 may result in the forfeiture of the bid security pursuant to Sub-Clause 16.6.

E. BID OPENING AND EVALUATION

23 Bid Opening

- 23.1 The Employer will open the bids, including withdrawals and modifications made pursuant to Clause 24, in the presence of bidders' designated representatives who choose to attend, *at the time, date and location, stipulated in the tender notice*. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "WITHDRAWAL" and "SUBSTITUTION" shall be opened first and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.
- 23.3 The bidder's name, the Bid Prices, including any bid modifications and withdrawals, the presence (or absence) of bid security, and any such details as the Employer may consider appropriate, will be announced by the Employer at the opening. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. No bid shall be rejected at bid opening except for late bids pursuant to Clause 23.
- 23.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 25.3.
- 23.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

24 Process to be confidential

- 24.1 Information relating to the examination, evaluation and comparison of bids, and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

25 Clarification of Bids and contacting of the Employer

- 25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 28.
- 25.2 Subject to Sub-Clause 26.1, no bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 25.3 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

26 Examination of Bids and determination of responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) has been properly signed; (b) is accompanied by the required securities; (c) is substantially responsive to the requirements of the bidding documents; and (d) provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 28.2.
- 26.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation and has a valid BID bank guarantee. 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 bidding documents, the Employer's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27 Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words as indicated in the Form of Bid will govern; 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, unit rate will govern and line item total will be adjusted accordingly in such a way that the BID Sum remains unaltered.

27.2 Any error by the Bidder in pricing or extending the Bills of Quantities or carrying forward to the summary or BID Sum, shall be corrected in such a way that the BID Sum remains unaltered and the Bidder shall within seven (7) days after issuance of the written notice by the Engineer, or such further time as the Engineer may allow, correct his BID in such a manner as may be agreed or directed by the Engineer failing which the BID may be absolutely rejected and the Bid Security forfeited in accordance with Sub-Clause 17.6 .

28 Evaluation and comparison of Bids

28.1 The Employer will then evaluate and compare only the bids determined to be substantially responsive in accordance with Clauses 27 and 28. Any variation, deviation and alternative offers will be rejected and shall not be taken into account in bid evaluation.

28.2 If the bid, which results in the lowest Evaluated Bid Price is seriously unbalanced or front loaded in relation to the Engineer's estimate of the items of work to be performed under the contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Employer may require that the amount of the Performance Security set forth in Clause 35 be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the contract.

30 Preference for Domestic Bidders

This will not be applicable for this bid.

F. AWARD OF CONTRACT

31 Award

- 31.1 Subject to Clause 32, the Employer will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price pursuant to Clause 29, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Sub-Clause 4.1, and (b) qualified in accordance with the provisions of Clause 5.

32 Employer's right to accept any Bid and to reject any or all Bids

- 32.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

33 Notification of Award

- 33.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing or by cable confirmed by registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall specify the sum, which the Employer will pay the Contractor in consideration of the execution and completion of the works and the remedying of any defects therein by the Contractor as prescribed by the contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 33.2 At the same time that the Employer notifies the successful bidder that his bid has been accepted, the Employer shall notify the other bidders that their bids have been unsuccessful and that their bid securities will be returned as promptly as possible, in accordance with sub-clause 17.4.

34 Signing of Agreement

- 34.1 At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.

Within 28 days of receipt of the Agreement, the successful bidder shall sign the Form of Agreement and return it to the Employer, together with the required performance security.

35 Performance Security

- 35.1 Within 28 days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security in the form stipulated in the Conditions of contract. The form of performance security provided in Section 8 of the bidding documents shall be used.
- 35.2 The successful bidder shall provide a performance security in the form of an Unconditional Bank Guarantee from a reputable bank located in Kenya.
- 35.3 Failure by the successful Bidder to lodge the required Performance Guarantee within 28 days of the receipt of the Letter of Acceptance shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Surety; in which event the Employer may make the award to another bidder or call for new bids.

36 Contract Effectiveness

- 36.1 The Contract will be effective only upon signature of the Agreement between the Contractor and the Employer.

SECTION 5: QUALIFICATION CRITERIA

SECTION 5: EVALUATION CRITERIA

This Section contains all the factors, methods and criteria that the Employer shall use to evaluate applications. The information to be provided in relation to each factor and the definitions of the corresponding terms are included in the respective Application Forms.

Contents

- 1. Mandatory Requirement**
- 2. Technical evaluation Criteria**
- 3. Financial Evaluation Criteria**

QUALIFICATION FOR TENDERING

MANDATORY REQUIREMENTS

The following **must** be submitted together with the Bid

S/n	REQUIRED DOCUMENTS	YES	NO
1	Certified Copy of Certificate of Registration/Incorporation		
2	Certificate of valid Tax compliance (will be checked with KRA TCC)		
3	Certified Copy of Registration certificate with NCA 6 and 7 for Road works category		
4	A Certified Copy of RECENT CR 12 Form (12 Months) from Registrar of company		
5	Bidders should serialize all pages of the documents submitted		
6	Properly Filled Original And Copy of BQ		
7	Bid Bond of 2% of Quoted Sum Per Project		

TECHNICAL EVALUATION CRITERIA TOTAL = 80 MARKS

1. TECHNICAL STAFFS 41 MARKS

SN	DESCRIPTION OF REQUIREMENTS	NUMBERS	QUALIFICATIONS	POINTS	ATTAINED
PERSONELL				40	
1	Site Engineer	1	Degree in civil engineer	12	
2	Surveyor / Leveller	1	Diploma in Survey	10	
3	Road Inspector	1	Diploma in civil engineer	8	
4	Forman	1	Experience of 10 years / diploma in civil engineering	5	
5	Site Agent	1	Experience of 10 years	5	
PLANTS & EQUIPMENTS				25	
1	Excavator	1	Attach proof of ownership or proof of lease agreement and contact of company's hired from	5	
2	Grader	1		5	
3	roller	1		5	
4	Water boozer	2		4	
5	Tippers	5		10	
WORK EXPERIENCE				15	
1	Proof of similar work done	5	Attach LSO / Certificate of practical completion	15	
TOTAL TECHNICAL				80	

2. FINANCIAL EVALUATION CRITERIA TOTAL = 20 MARKS

DESCRIPTION	MARKS	MARKS AQUIRED
Submission of audited statements for the last 3 years, 2014/ 2015 and 2016. To be certified by commissioner of oath	20	
TOTAL		

FINAL SCORE SHEET

NO	CATEGORY	MAX MARKS	POINTS ACQUIRED
	TECHNICAL EVALUATION	80	
	FINANCIAL EVALUATION	20	
TOTAL			

Minimum Pass mark is 75%

(T+F)

NB: In the event of a tie the lowest responsive binder shall be considered as a basis for recommendation

SECTION 6: CONDITIONS OF CONTRACT

**SECTION 6A CONDITIONS OF CONTRACT PART I: GENERAL
CONDITIONS OF CONTRACT**

The Conditions Of Contract Part 1 – General Conditions shall be those forming Part 1 of the Conditions of Contract for works of Civil engineering construction Fourth Edition 1987, reprinted in 1992 with further amendments, prepared by the Federation Internationale des Ingenieurs Conseils (FIDIC)

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12

Switzerland

Fax: 41 21 653 5432

Telephone: 41 21 653 5003

SECTION 6B: CONDITIONS OF CONTRACT PART II: (CONDITIONS OF PARTICULAR APPLICATION)

The following Conditions of Particular Application shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The Particular Condition is preceded by the corresponding clause number of the General Conditions to which it relates.

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CONDITIONS OF CONTRACT PART II (CONDITIONS OF PARTICULAR APPLICATION)

SUBCLAUSE 1.1 – DEFINITIONS

Amend this sub-clause as follows:

(a) (i) The “Employer” is the Wajir County Government, represented by the Chief County Officer (Roads).

(iv) The “Engineer” is the Director (Roads) or any other Qualified Representative appointed by the Employer

(b) (i) Insert in line 2 after the Bills Of Quantities”, the following, “the rates entered by the Contractor (whether or not such rate be employed in computation of the Contract Price),”

Amend subparagraph (b) (v) of Sub-Clause 1.1 by adding the following words at the end: The word “BID” is synonymous with “bid” and the word “Appendix to BID” with “Appendix to Bid” and the word “BID documents” with “bidding documents”.

Add the following at the end of this sub-clause:

(h) (i) “Materials” means materials and other things intended to form or forming part of the Permanent Works.

SUBCLAUSE 2.1 - ENGINEER’S DUTIES AND AUTHORITY.

With reference to Sub-Clause 2.1 (b), the following shall also apply: The Engineer shall obtain the specific approval of the Employer before taking any of the following actions specified in Part 1:

- (a) Consenting to the subletting of any part of the works under Clause 4;
- (b) Certifying additional cost determined under Clause 12;
- (c) Determining an extension of time under Clause 44;
- (d) Issuing a variation under Clause 51;
- (e) Fixing rates or prices under Clause 52

SUBCLAUSE 5.1 - LANGUAGE AND LAW

The Contract document shall be drawn up in the ENGLISH LANGUAGE. Communication between the Contractor and the Engineer’s Representative shall be in this given language.

The Laws applicable to this Contract shall be the Laws of the Republic of Kenya.

SUBCLAUSE 5.2 – PRIORITY OF CONTRACT DOCUMENTS

Delete the documents listed 1-6 and substitute:

- (1) The Contract Agreement (if completed)
- (2) The Letter Of Acceptance;
- (3) The Bid and Appendix to Bid;
- (4) The Conditions of Contract Part II;
- (5) The Conditions of Contract Part I;
- (6) The Special Specifications;
- (7) The Standard Specification for Road and Bridge Construction, 1986;
- (8) The Drawings;
- (9) The priced Bills of Quantities.

(10) Other documents as listed in the Appendix to form of Bid

SUBCLAUSE 10.1 - PERFORMANCE SECURITY

Replace the text of Sub-clause 10.1 with the following:

“The Contractor shall provide security for his proper performance of the Contract within 60 days after receipt of the Letter of Acceptance. The Performance Security shall be in the form of a bank guarantee as stipulated by the Employer in the Appendix to Bid. *The Performance Security shall be issued by a bank incorporated in Kenya.* The Contractor shall notify the Engineer when providing the Performance Security to the Employer.

“Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost, the Contractor, at the Engineer’s written request, shall promptly increase the value of the Performance Security by an equal percentage.

SUBCLAUSE 10.2 - VALIDITY OF PERFORMANCE SECURITY

The Performance Security shall be valid until a date 28 days after the date of issue of the Substantial Completion Certificate. The security shall be returned to the Contractor within 14 days of expiration.

SUBCLAUSE 10. 3- CLAIMS UNDER PERFORMANCE SECURITY

Delete the entire sub-clause 10.3.

SUBCLAUSE 10. 4- COST OF PERFORMANCE SECURITY

The cost of complying with the requirements of this clause shall be borne by the Contractor.

SUBCLAUSE 11. 1- INSPECTION OF SITE

In line 17 after “affect his BID” add

“and the Contractor shall be deemed to have based his BID on all the aforementioned”

Delete the last paragraph completely and replace with the following:

“The Employer in no way guarantees completeness nor accuracy of the soil, materials, subsurface and hydrological information made available to the Contractor at the time of bidding or at any other time during the period of the Contract, and the Contractor shall be responsible for ascertaining for himself all information as aforesaid for the execution of works and his BID shall be deemed to have been priced accordingly.

SUBCLAUSE 11.2 - ACCESS TO DATA

Data made available by the Employer in accordance with Clause 11.1 shall be deemed to include data listed elsewhere in the Contract as open for inspection at the address stipulated in the Appendix to Bid.

SUBCLAUSE 14.1 PROGRAM TO BE SUBMITTED

The time within which the program shall be submitted shall be as specified in the Appendix to the Form of Bid.

This detailed program shall be based upon the program submitted by the Contractor as part of his BID, where this was required, and shall in no material manner deviate from the said program. The program shall be in the form of a Critical Path Method Network (CPM Network) showing the order of procedure and a description of the construction methods and arrangements by which the Contractor proposes to carry out the works. It should also be supplemented by a time –bar chart of the same program. The program shall be coordinated with climatic, groundwater and other conditions to provide for completion of the works in the order and by the time specified. The program shall be revised at three-month intervals and should include a chart of the principle quantities of work forecast for execution monthly.

The Contractor shall submit to the Engineer not later than the day or date mentioned in the Appendix to the Form of Bid, a general description of his proposed arrangements and methods for the execution of the Works, including temporary offices, buildings, access roads, construction plant and its intended production output, working shift arrangements, labour strength, skilled and unskilled, supervision arrangements, power supply arrangements, supply of materials including a materials utilization program, stone crushing, aggregate production and storage, cement handling, concrete mixing and handling, methods of excavation, dealing with water, testing methods and facilities.

During the execution of the works, the Contractor shall submit to the Engineer full and detailed particulars of any proposed amendments to the arrangements and methods submitted in accordance with the foregoing.

If details of the Contractors proposals for Temporary Works are required by the Engineer for his own information the Contractor shall submit such details within fourteen days of being requested to do so.

The various operations pertaining to the works shall be carried out in such a progressive sequence as will achieve a continuous and consecutive output of fully completed road-works inclusive of all bridge works and culverts within the time limits specified in the Contract. Generally the Contractor shall start at one end of the bridge and progress continuously towards the other without leaving any isolated section or sections of uncompleted bridge provided always that the site of the works has been acquired in its entirety and the encumbrances and services thereon removed.

The Contractor shall allow in his programme for the following public holidays per calendar year during which the Contractor shall not be permitted to work.

- New Years Day (1st January)
- Good Friday
- Easter Monday
- Labour day (1st May)
- Madaraka Day (1st June)
- Idd Ul Fitr
- Mashujaa Day (20th October)
- Jamhuri day (12th December)
- Christmas Day (25th December)
- Boxing day (26th December)

The Contractor shall also allow per calendar year for a further two unspecified public holidays which may be announced by the Government of Kenya with no prior notification upon which he shall not be permitted to work.

SUBCLAUSE 14.3- CASH FLOW ESTIMATE

The time within which the detailed cash flow estimate shall be submitted shall be as specified in the Appendix to the Form of Bid.

SUBCLAUSE 15.1- CONTRACTOR'S SUPERINTENDENCE

Add the following at the end of the first paragraph of sub-clause 15.1:

“The Contractor shall, within seven (7) days of receipt of the Engineer’s order to commence the works inform the Engineer in writing the name of the Contractor’s Representative and the anticipated date of his arrival on site.”

Add the following Sub-clause 15.2

SUBCLAUSE 15.2- LANGUAGE ABILITY AND QUALIFICATIONS OF CONTRACTOR'S AUTHORIZED AGENT

The Contractor’s Agent or Representative on the site shall be a Registered Engineer as registered by the Engineer’s Registration Board of Kenya in accordance with the Laws of Kenya Cap 530 or have equivalent status approved by the Engineer and shall be able to read and write English fluently.

The Contractor’s Agent or Representative shall have at least 10 years relevant experience as an Engineer.

SUBCLAUSE 16.2- ENGINEER AT LIBERTY TO OBJECT

At the end of this Clause add

“by a competent substitute approved by the Engineer and at the Contractors own expense.”

Add the following Sub-Clauses 16.3 and 16.4:

SUBCLAUSE 16.3- QUALIFICATION AND LANGUAGE ABILITY OF SUPERINTENDING STAFF

The Contractor’s superintending staff shall meet the following minimum qualifications:

- (a). Should have a working knowledge of English or Kiswahili. Should any of the superintending staff not be able to meet this condition, the Contractor shall propose to the Engineer arrangements for provision of a sufficient number of interpreters of approved qualifications. The Engineer, at his discretion, may amend, approve or reject such arrangements or reject deployment of superintending staff not meeting the language requirements. The Engineer may at any time during the duration of the Contract amend any approved arrangements made for interpreters, which shall be implemented at the Contractors expense.
- (b) The key staff listed below must have academic qualifications from Government recognised institutions or equivalent institutions of the levels set out in Section 5, Part 6.
 - Site Agent
 - Foremen
- (c) The key staff listed below must have minimum experience set out in Section 5, Part 6:
 - Site Agent
 - Foremen
- (d) Qualifications as above shall be subject to verification and approval on site by the Engineer or his representative on site before commencement of the said works.

SUBCLAUSE 16.4 – EMPLOYMENT OF LOCAL PERSONNEL

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience who are Kenya citizens.

SUBCLAUSE 19.1- SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT

Add Sub-Clause-paragraph (d) of Sub-Clause 19 as follows:

Notwithstanding the Contractor's obligation under Sub-Clause-paragraph (a), (b) and 9(c) of Sub-Clause 19.1 of the Conditions Of Contract, the Contractor shall observe the following measures with a view to reducing or elimination adverse environmental effects by the site works:

- (i) All quarries and borrow pits shall be filled and landscaped to their original state after extraction of construction material
- (ii) Soil erosion due to surface runoff or water from culverts or other drainage structures should be avoided by putting in place proper erosion control measures that shall include, but are not limited to grassing and planting if trees
- (iii) Long traffic diversion roads shall be avoided so as to minimize the effect of dust on the surrounding environment. In any case all diversions shall be kept damp and dust free
- (iv) Spillage of oils, fuels and lubricants shall be avoided and if spilt, shall be collected and disposed off in such a way as not to adversely affect the environment
- (v) Rock blasting near settlement areas shall be properly coordinated with the relevant officers of the Government so as to minimize noise pollution and community interference.

SUBCLAUSE 20.4 - EMPLOYERS RISKS

Delete Sub-Clause (h) and substitute with;

- (h) Any operation of the forces of nature (insofar as it occurs on site) which an experienced contractor:

- (i) could not have reasonably foreseen, or
- (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (A) prevent loss or damage to physical property from occurring by taking appropriate measures or
 - (B) insure against such loss or damage

SUBCLAUSE 21.1 - INSURANCE OF WORKS AND CONTRACTOR'S EQUIPMENT

Add the following words at the end of Sub-paragraph (a) and immediately before the last word of Sub-paragraph (b) of Sub-Clause 21.1:

“It being understood that such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred”

Delete the first sentence of this Clause and replace with the following:

“prior to commencement of the Works the Contractor shall, without limiting his or the Employer’s obligations and responsibilities under Clause 20, insure to the satisfaction of the Employer:”

SUBCLAUSE 21.2 – SCOPE OF COVER

Amend sub-paragraph (a) of Sub-Clause 21.2 as follows:

Delete words “from the start of work at the site” and substitute the words “from the first working day after the Commencement Date”

Add the following as Sub-Clause (c) under Sub-Clause-Clause 21.2

(c) It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract.

SUBCLAUSE 21.4 - EXCLUSIONS

Amend Sub-Clause 21.4 to read as follows:

“There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub-paragraph (a) (i) to(iv) of the Conditions of Particular Application.”

SUBCLAUSE 23.2 – MINIMUM AMOUNT OF INSURANCE

Add the following at the end of this Clause:

“.. with no limits to the number of occurrences”.

SUBCLAUSE 25.1 – EVIDENCE AND TERMS

Amend Sub-Clause OF INSURANCE 25.1 as follows:

Insert the words “as soon as practicable after the respective insurances have been taken out but in any case” before the words “prior to the start of work at the site”

Add the following Sub-Clauses 25.6, 25.7

SUBCLAUSE 25.6 – INSURANCE NOTICES

Each policy of insurance effected by the Contractor for purposes of the Contract shall include a provision to the effect that the Insurer shall have a duty to give notice in writing to the Contractor and Employer of the date when a premium becomes payable. This shall not be more than thirty (30)

days before that date and the policy shall remain in force until thirty (30) days after the giving of such notice.

SUBCLAUSE 25.7 – NOTIFICATION TO INSURERS

It shall be the responsibility of the Contractor to notify insurers under any of the insurance referred to in the preceding clauses 21, 23 and 24 on any matter or event, which by the terms of such insurance are required to be so notified. The Contractor shall indemnify and keep indemnified the Employer against all losses, claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in consequence of any default by the Contractor in complying with the requirements of this Sub-Clause whether as a result of avoidance of such insurance or otherwise.

SUBCLAUSE 28.2 – ROYALTIES

Add at the end of this Sub-Clause the following sentence:

“The Contractor shall also be liable for all payments or compensation if any that are levied in connection with the dumping of part or all of any such material.”

SUBCLAUSE 29.1 – INTERFERENCE WITH TRAFFIC

Supplement Sub-Clause 29.1 by adding the following sentence at the end:

“The Contractor will be permitted to use existing public roads for access to the site. The Contractor shall pay vehicle license tax and road maintenance duty in accordance with relevant regulations and shall obtain any necessary permits or licenses from relevant authorities for transporting his equipment.”

Add the following sub-clause 29.2:

SUBCLAUSE 29.2 – REINSTATEMENT AND COMPENSATION FOR DAMAGES TO PERSONS AND PROPERTY

The Contractor shall reinstate all properties whether public or private which are damaged in consequence of the construction and, maintenance of the works to a condition as specified and at least equal to that prevailing before his first entry on them.

If in the opinion of the Engineer the Contractor shall have failed to take reasonable and prompt action to discharge his obligations in the matter of reinstatement, the Engineer will inform the Contractor in writing of his opinion, in which circumstances the Employer reserves the right to employ others to do the necessary work of reinstatement and to deduct the cost thereof from any money due or which shall become due to the Contractor.

The Contractor shall refer to the Employer without delay all claims which may be considered to fall within the provisions of Clause 22.1.

Add the following Sub-Clause 34.2 to 34.8

SUBCLAUSE 34.2 – CONDITIONS OF EMPLOYMENT OF LABOUR

The Contractor shall be responsible for making all arrangements for and shall bear all costs relating to recruitment, obtaining of all necessary visas, permits or other official permission for movements of staff and labour.

SUBCLAUSE 34.3 – FAIR WAGES

The Contractor shall, in respect of all persons employed anywhere by him in the execution of the Contract, and further in respect of all persons employed by him otherwise than in the execution of the Contract in every factory, Workshop or place occupied or used by him for the execution of the Contract, observe and fulfil the following conditions:

- (a) The Contractor shall pay rates of wages, observe hours of labour and provide conditions of labour, housing, amenities and facilities not less favourable than those required by the latest Regulation of Wages (Building and Construction Industry) Order as at the time of bid submission, and subsequent amendments thereto, or in any wage scales, hours of work or conditions agreed by the Ministry of Labour or other Government Departments in consultation with the appropriate wage fixing authority and generally recognized by other employees in the district whose general circumstances in the trade or industry in which the Contractor is engaged are similar.
- (b) In the absence of any rates of wages, hours or conditions of labour so established the Contractor shall pay rates of wages and observe hours and conditions of labour which are not less favourable than the general level of wages, hours and conditions observed by other Employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar.
- (c) Where the absence of established rates of wages, hours and conditions of labour or the dissimilarity of the general circumstances in the trade of industry in which the Contractor is engaged prevent the Contractor from observing rates of wages, hours and conditions of labour ascertained under sub-paragraph (a) and (b) above the Contractor in fixing the rates of wages, hours and conditions of labour of his employees shall be guided by the advice of the Labour Department.
- (d) The Contractor shall recognize the freedom of his employees to be members of trade unions.
- (e) The Contractor shall maintain records in English of the time worked by, and the wages paid to, his employees. The Contractor shall furnish to the Engineer or Employer, if called upon to do so, such particulars of the rates, wages and conditions of labour as the Employer or Engineer may direct.
- (f) The Contractor shall at all times during the continuance of the contract display, for the information of his employees in every factory, workshop or place occupied or used by him for the execution of the Contract, a copy of this clause together with a notice setting out the general rates of wages, hours and conditions of labour of his employees.
- (g) The Contractor shall be responsible for the observance of this clause by sub-Contractors employed in the execution of the works.

SUBCLAUSE 34.4 – BREACH OF FAIR WAGES CLAUSE

Any Contractor or Sub-Contractor who is found to be in breach of Fair Wages Clause shall cease to be approved as a Contractor or Sub-Contractor for such period as the County Chief Officer Roads and Transport may determine.

Should a claim be made to the Employer alleging the Contractor's default in payment of Fair Wages of any workman employed on the Contract and if proof thereof satisfactory to the Employer is furnished by the Labour Authority, the Employer may, failing payment by the Contractor, pay the claims out of any monies due or which may become due to the Contractor under the Contract.

SUBCLAUSE 34.5 – RECRUITMENT OF UNSKILLED LABOUR

Any additional unskilled labour which is required by the Contractor for the works and which is not in his employment at the time of the acceptance of the BID shall be recruited by the Contractor from the Labour Exchange or Exchanges nearest to the site or sites of the work.

SUBCLAUSE 34.6 – COMPENSATION FOR INJURY

The Contractor shall in accordance with the Workmen’s Compensation Act of the Laws of Kenya and any other regulations in force from time to time pay compensation for loss or damage suffered in consequence of any accident or injury or disease resulting from his work to any workman or other person in the employment of the Contractor or any Subcontractor.

SUBCLAUSE 34.7 – LABOUR STANDARDS

- (a) The Contractor shall comply with the existing local labour laws, regulations and labour standards
- (b) The Contractor shall formulate and enforce an adequate safety program with respect to all work under his contract, whether performed by the Contractor or subcontractor. The Contractor has assurance from the Employer of cooperation where the implementation of these safety measures requires joint cooperation.
- (c) Upon written request of the Employer the Contractor shall remove or replace any of his employees employed under this Contract.

Add the following Sub-Clause 35.2 and 35.3.

SUBCLAUSE 35.2 – RECORDS OF SAFETY AND HEALTH

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

SUBCLAUSE 35.3 – REPORTING OF ACCIDENTS

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means. The Contractor shall also notify the relevant authority whenever the Laws of Kenya require such a report.

SUBCLAUSE 41.1 – COMMENCEMENT OF WORKS

Amend Sub-Clause 41.1 as follows:

Delete the words “as soon as is reasonably possible” in the first sentence and replace with “within the period stated in the Appendix to Bid”.

SUBCLAUSE 43.1 – TIME FOR COMPLETION

Amend Sub-Clause 43.1 as follows:

Delete the words “within the time” to “such extended time” and substitute “by the date or dates stated or implied in Clause 14 of these Conditions of Particular Application.

SUBCLAUSE 44.1 – EXTENSION OF TIME FOR COMPLETION

Add at the end of Sub-Clause 44.1 the following:

“Neither rains falling within the rainy seasons as occurs in Kenya nor floods caused by such rains shall be deemed exceptional weather conditions such as may fairly entitle the Contractor to an extension of time for the completion of the work.”

SUBCLAUSE 45.1 – RESTRICTION ON WORKING HOURS

Add at the end of Sub-Clause 45.1 the following:

“If the Contractor requests permission to work by night as well as by day, then if the Engineer shall grant such permission the Contractor shall not be entitled to any additional payments for so doing. All such work at night shall be carried out without unreasonable noise or other disturbance and the Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out night work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.

“In addition the Contractor will be required to provide, for any work carried out at night or recognized days of rest, adequate lighting and other facilities so that the work is carried out safely and properly.

“In the event of the Engineer granting permission to the Contractor to work double or rotary shifts or on Sundays, the Contractor shall be required to meet any additional costs to the Employer in the administration and supervision of the Contract arising from the granting of this permission.”

SUBCLAUSE 47.2 – REDUCTION OF LIQUIDATED DAMAGES

Add the following paragraphs at the end of this Sub-Clause:

“There shall be no reduction in the amount of liquidated damages in the event that a part or a section of the Works within the Contract is certified as completed before the whole of the Works comprising that Contract.

The Employer shall pay no bonus for early completion of the Works to the Contractor.

The sum stated in the Appendix to Bid as liquidated damages shall be increased by a sum equivalent to any additional amount payable by the Employer to the Contractor under clause 70.1 in respect of an increase in costs in such a period that would not have been incurred by the Contractor if the works had been completed by the due date for completion prescribed by Clause 43.”

SUBCLAUSE 52.1 – VALUATION AND VARIATIONS

Add new Clause 52.2(c)

No change in the unit rates or prices quoted shall be considered for items included in the schedule of Day-works rates, or Provisional Sums and items, or for any item in the BOQ.

Modification to Clause 52(3)

SUBCLAUSE 52.4 – DAYWORKS

Add the following at the end of Sub-Clause 52.4:

The work so ordered shall immediately become part of the works under the contract. The Contractor shall, as soon as practicable after receiving the Day-works order from the Engineer undertake the necessary steps for due execution such work. Prior to commencement of any work to be done on a Day-works basis, the Contractor shall give an advance notice to the Engineer stating the exact time of such commencement.

**SUBCLAUSE 54.1 – CONTRACTORS EQUIPMENT, TEMPORARY WORKS AND MATERIALS
: EXCLUSIVE USE FOR THE WORKS**

Amend Sub-Clause 54.1 as follows:

Line 5: add “written” between “the” and “consent”.

Delete Sub-Clauses 54.2 and 54.5.

SUBCLAUSE 55.2 – OMMISIONS OF QUANTITIES

Items of Works described in the Bills of Quantities for which no rate or price has been entered in the Contract shall be considered as included in other rates and prices in the Contract and will not be paid for separately by the Employer.

Add the following Sub-Clause 58.4:

SUBCLAUSE 58.4 – PROVISIONAL ITEMS

Provisional items shall be read as Provisional Sums and shall be operated as such in accordance with Sub-Clauses 58.1 to 58.3.

CLAUSE 60: – CERTIFICATES AND PAYMENTS

Clause 60 of the General Conditions is deleted and substituted with the following:-

SUBCLAUSE 60.1 – MONTHLY STATEMENT

The Contractor shall submit a statement to the Engineer at the end of each month, in a tabulated form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled. The statement shall include the following items, as applicable;

- the value of the Permanent Work executed up to the end of previous month
- such an amount (not exceeding 75 percent of the value) as the Engineer may consider proper on account of materials for permanent work delivered by the Contractor in the site
- such amount as the Engineer may consider fair and reasonable for any Temporary Works for which separate amounts are provided in the Bill of Quantities
- adjustments under Clause 70
- any amount to be withheld under retention provisions of Sub-clause 60.3
- any other sum to which the Contractor may be entitled under the Contract

If the Engineer disagrees with or cannot verify any part of the statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes and corrections in the statement as may be directed by the Engineer. In cases where there is difference in opinion as to the value of any item, the Engineer’s view shall prevail.

SUBCLAUSE 60.2 - INTERIM PAYMENT CERTIFICATE

The Contractor shall forward to the Engineer an Interim Payment Certificate based on the statement as corrected above and, should it be necessary in the Engineer opinion, shall promptly make any further amendments and corrections to the Interim Payment Certificate.

The Engineer shall not unreasonably withhold certifying an Interim Payment Certificate and in case of likely delay in establishing the value of an item, such item may be set aside and the remainder certified for payment.

Within 30 days after receipt of the Interim Payment Certificate and subject to the Contractor having made such further amendments and corrections as the Engineer may require, the Engineer will forward to the Employer the certified Interim Payment Certificate.

Provided that the Engineer shall not be bound to certify any payment under this Clause if the net amount thereof, after all retentions and deductions, would be less than the minimum amount of Interim Payment Certificate's stated in the Appendix to Form of Bid. However, in such a case, the uncertified amount will be added to the next interim payment, and the cumulative unpaid certified amount will be compared to the minimum amount of interim payment.

SUBCLAUSE 60.3 – PAYMENT OF RETENTION MONEY

A retention amounting to the percentage stipulated in the Appendix to Bid shall be made by the Engineer in the first and following Interim Payment Certificates until the amount retained shall reach the "Limit of Retention Money" named in the Appendix to Form of BID.

Upon the issue of the Taking-Over Certificate, with respect to the whole of the works one half of the retention money shall become due and shall be paid to the Contractor when the Engineer shall certify in writing that the last section of the whole works has been substantially completed. Upon expiration of the Defects Liability Period for the works, the other half of the Retention Money shall be certified by the Engineer for payment to the Contractor.

Provided that in the event of different Defects Liability Periods being applicable to different Sections of the Permanent Works pursuant to Clause 48, the expression "expiration of the Defects Liability Period" shall, for the purpose of this sub-clause, be deemed to mean the expiration of the latest of such periods.

Provided also that if at such time, there remain to be executed by the Contractor any work instructed, pursuant to Clause 49 and 50, in respect of the works, the Engineer shall be entitled to withhold certification until completion of any such work or so much of the balance of the Retention money as shall in the opinion of the Engineer, represents the cost of the remaining work to be executed.

Bank Retention Guarantees shall be accepted in lieu of cash retentions

SUBCLAUSE 60.4– CORRECTION OF CERTIFICATES

The Engineer may in any Interim Payment Certificate make any correction or modification to any previous Interim Payment Certificate signed by him and shall have authority, if any work is not being carried out to his satisfaction to omit or reduce the value of such work in any Interim Payment Certificate.

SUBCLAUSE 60.5– STATEMENT AT COMPLETION

Not later than 84 days after the issue of the Taking-Over Certificate in respect of the whole of the works, the Contractor shall submit to the Engineer a statement at completion showing in detail, in a form approved by the Engineer;

The final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate.

- (a) Any further sums which the Contractor considers to be due; and
- (b) An estimate of amounts that the Contractor considers will become due to him under the Contract.

Estimate amounts shall be shown separately in the Statement at Completion. The Contractor shall amend and correct the Statement as directed by the Engineer and submit a Certificate at Completion to be processed as in Sub-Clause 60.2.

SUBCLAUSE 60.6 – FINAL STATEMENT

Not later than 56 days after the issue of the Defects Liability Certificate pursuant to Sub-Clause 62.1, the Contractor shall submit to the Engineer for consideration a draft final statement with supporting documents showing in detail, in the form approved by the Engineer;

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

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonable require and shall make such changes in the draft as may be required.

SUBCLAUSE 60.7– DISCHARGE

Upon submission of the Final Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge confirming that the total of the Final statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment under the Final Payment Certificate issued pursuant to Sub-Clause 60.8 has been made and the Performance Security referred to in Sub-Clause 10.1 has been returned to the Contractor.

SUBCLAUSE 60.8 – FINAL PAYMENT CERTIFICATE

Upon acceptance of the Final Statement as given in Sub-Clause 60.6, the Engineer shall prepare a Final Payment Certificate which shall be delivered to the Contractor's authorized agent or representative for his signature. The Final Payment Certificate shall state:

- (a) The final value of all work done in accordance with the Contract;
- (b) After giving credit to the Employer for all amounts previously paid by the Employer, the balance, if any, due from the Employer to the Contractor or the Contractor to the Employer.

Final Certificate shall be issued for any sum due to the Contractor even if such is less than the sum named in the Appendix to the Form of BID.

SUBCLAUSE 60.9– CESSATION OF EMPLOYERS LIABILITY

Unless the Contractor notifies the Engineer of his objection to the Final Certificate within fourteen days of delivery thereof he shall be deemed to have agreed that he accepts the total Contract Price as set out in the Final Certificate as full settlement for all work done under the Contract including any variations and omissions thereof but excluding any variations and claims previously made in writing.

SUBCLAUSE 60.10 – TIME FOR PAYMENT

The amount due to the Contractor under any Interim Payment Certificate or Final Payment Certificate issued pursuant to this Clause or to any other term of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor as follows:

- (i) In the case of Interim Payment Certificate, within the time stated in the Appendix to Form Of Bid, after the Engineer has signed the Interim Payment Certificate.
- (ii) In the case of the Final Payment Certificate pursuant to Sub-clause 60.8, within the time stated in the Appendix to Form Of Bid, after the Engineer has signed the Final Payment Certificate.
- (iii) In the event of the failure of the Employer to make payment within the times stated, the Employer shall make payment to the Contractor of simple interest at a rate equal to two percentage points above the average bank lending rates obtained from Central Bank of Kenya. The provisions of this sub-clause are without prejudice to the Contractor's entitlements under Clause 69 or otherwise.

SUBCLAUSE 60.11 – CURRENCY OF PAYMENT

The Contract Price shall be designated in Kenyan Currency.
 All work performed by the Contractor under the Contract shall be valued in Kenya Shillings using the rates and prices entered in the Bills of Quantities together with such other increases to the Contract Price, except for variation of price payments in accordance with Clause 70.1.

SUBCLAUSE 60.12 – ADVANCE PAYMENT

The Contractor shall be entitled to an Advance payment equivalent to 10% of the Contract sum against a bank guarantee approved by the Employer. Recovery of the advance will start on the next certificate following the one attaining 20% of the Contract sum. The advance repayment amount shall be determined by means of the formula

$$R_i = \frac{A (x_i - x_{ii})}{80 - 20}$$

Where

R_i = The amount to be recovered

A = The amount of advance which has been granted

X_i = The amount of the proposed cumulative payments as a percentage of the original amount of the contract. This figure will exceed 20% but not exceed 80%.

X_{ii} = The amount of the previous cumulative payments as a percentage of the original amount of the contract. This will be below 80% but not less than 20%.

SUBCLAUSE 60.13 MATERIALS FOR PERMANENT WORKS

With respect to materials brought by the Contractor to the site for incorporation into the permanent works, the Contractor shall,

-Receive a credit in the month, in which these materials are brought to site,

-Be charged a debit in the month in which these materials are incorporated in the permanent works.

Both such credit and debit to be determined by the Engineer in accordance with the following provisions.

- (a) No credit shall be given unless the following conditions shall have been met to the Engineer's satisfaction
 - (i) The materials are in accordance with the specifications for the works;
 - (ii) The materials have been delivered to site and are properly stored and protected against loss, damage or deterioration;
 - (iii) The Contractors record of the requirements, orders receipts and use of materials are kept in a form approved by the Engineer, and such records are available for inspection by the Engineer;
 - (iv) The Contractor has submitted a statement of his cost of acquiring and delivering the materials and plant to the Site, together with such documents as may be required for the purpose of evidencing such cost;
 - (v) The materials are to be used within a reasonable time.
- (b) The amount to be credited to the Contractor shall not be more than 75% of the Contractor's reasonable cost of the materials delivered to site, as determined by the Engineer after review of the documents listed in subparagraphs (a) (iv) above;
- (c) The amount to be debited to the Contractor for any materials incorporated into the works shall be equivalent to the credit previously granted to the Contractor for such materials pursuant to Clause (b) above as determined by the Engineer.

SUB-CLAUSE 67.1 – ENGINEER'S DECISION

Delete the entire sub-clause 67.1 and add the following;

“If a dispute of any kind whatsoever arises between the Employer and the Contractor in any connection with, or arising out of, the Contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the Contract including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state it is made pursuant to this clause. No later than 28 (twenty eight) day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state it is made pursuant to this clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an Amicable Settlement, Adjudicator's or Arbitrator's award.

If either the Employer or the Contractor be dissatisfied with the any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the 28th (twenty eighth) after the day on which he received the reference, then either the Employer or the Contractor may, on or before the 28th (twenty eighth) day after the day the day on which he received notice of such decision, or on or before the 28th (twenty eighth) day after the day on which the said period of 28 days expired, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence Adjudication, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence Adjudication, as hereinafter provided, as to such dispute; no adjudication in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence adjudication as to such dispute has been given by either the Employer or the Contractor on or before the twenty eighth day after the day on which the parties received notice as to such decision from the Engineer, the said decision shall become final and binding upon the Employer and the Contractor. “

SUBCLAUSE 67.2 – AMICABLE SETTLEMENT

Delete the entire sub-clause 67.2 and add the following:

“Where notice to of intention to commence adjudication as to a dispute has been in accordance with sub-clause 67.1, the parties shall attempt to settle such dispute in amicably before the commencement of Adjudication; provided that, unless the parties otherwise agree, Adjudication may be commenced on or after the 14th (fourteenth) day after the day on which notice of intention to commence adjudication of such dispute was given, even if an attempt at amicable settlement thereto has been made.”

SUBCLAUSE 67.3 – ARBITRATION

Delete all the words from line 6 onwards beginning with the words "unless otherwise" up to line 8 ending with the words "... under such rules", and substitute with the following:

"by an arbitrator to be agreed upon between the parties or failing agreement to be nominated on the application of either party by the appointee designated in the form of Tender for the purpose and any such referee shall be deemed to be a submission to arbitration within the meaning of the Arbitration Laws of the Republic of Kenya.

SUBCLAUSE 68.2 – NOTICES TO EMPLOYER AND ENGINEER

Delete in Sub-Clause 68.2 the words "nominated for that purpose in Part II of these conditions".

- b. The Employer’s address is:
Chief County Officer (Roads)
Wajir County Government
P. O. Box 9-70200
Wajir

- c. The Engineer’s address is:
Senior Superintending Engineer,Tarbaj

Wajir County Government
P. O. Box 9-70200
Wajir

SUBCLAUSE 68.4 – CORRESPONDENCES

All letters and notices from the Contractor to the Employer and/ Engineer must be signed by the Managing Director or the person given written power of Attorney.

CLAUSE 69 – DEFAULT OF EMPLOYER

Delete in Sub-Clause 69.1 (a) the words ("28 days") and insert the words "ninety (90) days".

Delete Sub-Clause 69.1 (c)

Delete in Sub-Clause 69.4 line 4 the words "(28 days)" and insert the words "sixty (60) days".

In Sub-Clause 69.4 add at the end of first paragraph the following "the period of such suspension shall be as agreed upon by both parties and in any case not more than six (6) months".

In Subclause 69.4 of General Conditions of Contract Part I, insert at the end -----"The amounts of such costs which shall be added to the Contract Price shall exclude any cost due to idle time for equipment, plant and labour."

SUB-CLAUSE 70.1-PRICE ADJUSTMENT

The amounts payable to the Contractor, in various currencies pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the cost of labour, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this Clause.

SUB-CLAUSE 70.2-OTHER CHANGES IN COST

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

SUB-CLAUSE 70.3-SUBSEQUENT LEGISLATION

If, after the date 28 days prior to the latest date for submission of bids for the Contract, there occur in the country in which the Works are being or are to be executed changes to any National or State Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation, or by-law that causes additional or reduced cost to the Contractor, other than under the preceding sub-clauses of this clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

CLAUSE 72 – RATES OF EXCHANGE COST

Delete clause 72 in its entirety and substitute the following:

Tender No. RD -----

The currency of BID and payment is Kenya Shillings and rates of exchange requirements are not applicable.

CLAUSE 73 – BRIBERY AND COLLUSION

Add new Clause 73.1:

“The Contractor shall not:

- (a) Offer or give or agree to give to any person in the service of the Government of Kenya any gift or consideration or 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 to which the Government of Kenya is a party or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Government of Kenya.
- (b) Enter into this or any other contract with the Government of Kenya in connection with which commission has been paid or agreed to be paid by 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) or the commission of any offence by the Contractor or by anyone employed by him or acting on his behalf in relation to this or any other contract to which the Government of Kenya is a party shall entitle the Employer to determine the Contract (See Condition 63 hereof) and/ or to recover from the Contractor the amount or value of any such gift, consideration or commission.

Any dispute or difference of opinion arising in respect of the interpretation, effect or application of this condition or of the amount recoverable hereunder by the Employer from the Contractor shall be decided by the Employer, whose decision shall be final and conclusive.

CLAUSE 74: - CONTRACT TO BE CONFIDENTIAL

Add new Clause 74.1:

The Contractor shall treat the details of this Contract as Private and Confidential and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere (save in so far as may be necessary for the purpose thereof) without the previous consent in writing of the Government. If any dispute arises as to the necessity of any publication or disclosures for the purposes of this Contract the same shall be referred to the decision of the Engineer mentioned in the said Conditions of Contract whose award shall be final.

SECTION 7: SCHEDULES OF SUPPLEMENTARY INFORMATION.

SECTION 7: SCHEDULES OF SUPPLEMENTARY INFORMATION

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SCHEDULE 10: OTHER SUPPLEMENTARY INFORMATIONError! Bookmark not defined.

SCHEDULE 11: WORK METHODOLOGY 71

SCHEDULE 1: CONFIDENTIAL BUSINESS QUESTIONNAIRE

This Confidential Business Questionnaire of the Government of Kenya shall be completed by the Bidder.

REPUBLIC OF KENYA

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.

You are advised that it is a serious offence to give false information on this Form.

Part 1 - General:

Business name

.....

Location of business premises

.....

Plot No.Street/Road

Postal Address.....Tel No.

Nature of business.....

.....

Current Trade Licence No.Expiring date

Maximum value of business which you can handle at any one time:

Kshs.....

Name of your bankers.....

Branch.....

Are you an agent of the Kenya National Trading Corporation? YES/NO

Part 2(a) - Sole Proprietor:

Your name in full

.....

Age.....

NationalityCountry of origin

*Citizenship details

Part 2(b) - Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details*	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(c) - Registered Company:

Private or public

State the nominal and issued capital of the company-

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows:

Name	Nationality	Citizenship Details*	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(d)- Interest in the Firm:

Is there any person / persons in the Wajir County Government who has interest in this firm? Yes /No**

.....
Date

.....
Signature of Bidder

- Attach proof of citizenship (Compulsory)
- ** Delete as necessary

SCHEDULE 2: FORM OF WRITTEN POWER OF ATTORNEY

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to receive on his behalf correspondence in connection with the Bid.

.....
(Name of Bidder's Representative in block letters)

.....
(Address of Bidder's Representative)

.....
(Signature of Bidder's Representative)

Alternate:

.....
(Name of Bidder's Representative in block letters)

.....
(Address of Bidder's Representative)

.....
(Signature of Bidder's Representative)

*To be filled by all Bidders.

SCHEDULE 7: SCHEDULE OF ONGOING PROJECTS

DESCRIPTION OF WORKS	NAME AND ADDRESS OF CLIENT	DATE OF COMMENCEMENT	DATE OF COMPLETION	VALUE OF WORKS (KSHS)	VALUE COMPLETED UP TO DATE %	PHYSICALLY COMPLETED UP TO DATE %

I certify that the above works are being carried out by me and that the above information is correct.

.....
(Signature of Bidder)

.....
(Date)

Tender No. RD -----

SCHEDULE 11: WORK METHODOLOGY

Give a brief description of how you intend to carry out the work including traffic management, quality assurance of works and any designs to be carried out by the Bidder, in not less than five (5) pages and not more than fifteen (15) pages.

SECTION 8: FORM OF AGREEMENT

SECTION 8: FORM OF AGREEMENT

THIS AGREEMENT is made on the day of 20 between the Wajir County Government, represented by Chief County Officer (Roads) of P. O. Box 9 - 70200, Wajir, Kenya hereinafter called "the Employer" of the one part and hereinafter called "the Contractor" of the other part.

WHEREAS the Employer is desirous that certain works should be executed, viz.

PROPOSED GRAVELLING AT DASHEG--TARBAJ ROAD

and has accepted a Bid by the Contractor for the execution completion and maintenance of such works **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 document shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The Letter of Acceptance
 - b. The said Tender and Appendix to Tender
 - c. The Conditions of Contract Part II
 - d. The Conditions of Contract Part I
 - e. The Special Specifications
 - f. The Standard Specifications
 - g. The Standard Specifications for Road and Bridge Construction, 1986 Edition.
 - h. The Drawings
 - i. Schedules of Supplementary Information
 - j. The Priced Bill of Quantities
 - k. Other documents as may be agreed and listedAll aforesaid documents are hereinafter referred to as "The Contract".
3. In consideration of the payment to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereto affixed (or have hereunto set their respective hands and seals) on the day and year first above written.

SIGNED AND DELIVERED

By the said Employer:
(Chief County Officer , Roads)
For and on behalf of the said Employer.

In the presence of:
(Name and Designation of Witness)
.....
(Signature of Witness)
.....
(Address of witness)

By the said Contractor:

In the presence of:
(Name and Designation of Witness)
.....
(Signature of Witness)
.....
(Address of witness)

SECTION 9: FORMS OF PERFORMANCE BANK GUARANTEE

(Samples of acceptable forms of Bank Guarantee for Performance Guarantee are annexed. Tenders should not complete the forms at this time. Only successful Tenderers will be required to provide Performance Guarantee in accordance with one of the samples, or in a similar form acceptable to the Employer.)

PERFORMANCE BANK GUARANTEE

To
The Chief County Officer (Roads),
Wajir County Government
P. O. Box 9-70200
Wajir

WHEREAS.....
.....
(Name and Address of Contractor), (hereinafter called “the Contractor”) has undertaken to execute the **PROPOSED GRAVELLING AT DASHEG-TARBAJ ROAD** (hereinafter called the “Contract”)

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 in the Appendix to Form of Bid 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 in figures)

Kshs.....

.....(amount in words)

and we undertake to payment to you, upon your first written demand and without cavil or argument, any sum or sums within and up to the limits as aforesaid without your needing to prove or show grounds or reasons for the sum specified therein.

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

We further agree that no change or addition to 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 such change, addition or modification.

This Guarantee shall be valid until 28 days after issuing of the Taking Over Certificate.

SIGNATURE AND SEAL OF GUARANTOR

.....
.....

Name of Guarantor;

Designation;

Name of bank;

Address.....Date

SECTION 10: STANDARD SPECIFICATIONS

SECTION 10: STANDARD SPECIFICATIONS

The Standard Specifications referred to in this document is the *Standard Specifications for Road and Bridge Construction, 1986 Edition* published by the Ministry of Transport and Communications. This document shall form part of the Contract

Work shall be carried out in accordance with the Standard Specification except as supplemented or revised in the Special Specification.

SECTION 11: SPECIAL SPECIFICATIONS

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SECTION 1 - GENERAL

101 SPECIAL SPECIFICATIONS.

Special specification is supplementary to the Standard Specifications and the two must be read in conjunction. In any case where there appears to be conflict between the two then the Special Specifications will take precedence

102 LOCATION AND EXTENT OF THE CONTRACT.

The project is located in Tarbaj Sub county.

The project links various access roads in Tarbaj
The site of the works shall be the area within the specified road and any other places as may be designated in the Contract. The works involve construction of the gravelling works and any other works as directed by the Engineer.

103 EXTENT OF CONTRACT.

The major works to be executed under the Contract comprise mainly of but are not limited to the following:

- i). Provision of Supervisory Services.
- ii). Site clearance and top soil removal.
- iii). Gravelling.
- iv). Watering and Compaction
- v). Provision of side drains

104 PROGRAMME OF EXECUTION OF THE WORKS

The contractor shall provide the works programme, required under clause 14 of the Conditions of Contract, within 21 days of receipt of the Engineer 's Order to commence work.

The programme shall be co-ordinated with climatic and other conditions to provide for the completion of the works in the order and by the time specified.

The Contractor shall carry out the contract in accordance with the programme agreed with the Engineer, but he shall in no manner be relieved by the Engineer's approval of the programme, of his obligation to complete the works in the prescribed order and by the prescribed completion date and he shall from time to time review his progress and make such amendments to his rate of execution of the works as may be necessary to fulfil his obligations.

105 ORDER OF EXECUTION OF WORKS

In addition to Clause 105 of the Standard Specification the Contractor shall carry out the Works such that a continuous and consecutive output of fully completed work is achieved.

107 TAKING OVER CERTIFICATE

The minimum length of the Road for which a certificate will be issued is the whole length of the project when substantially completed.

109 NOTICE OF OPERATIONS

Add the following sub- Clause.

Notification Terms

It shall be the Contractor's responsibility to notify the Engineer when any item of works scheduled are completed and ready for approval, and the contractor shall give sufficient notice to allow control test to be performed.

Explosive and Blasting

- (a) The requirements of the Laws of Kenya governing explosives and other requirements and regulations of Government of Kenya and other authorities shall be complied with.
- (b) No explosives of any kind shall be used without prior written consent of the Engineer.
- (c) The Contractor shall be solely responsible for the provision, handling, storage and transporting of all explosives, ancillary materials and all other items of related kind whatsoever required for blasting.

117 HEALTH, SAFETY AND ACCIDENTS

Add the following:

In addition to providing, equipping and maintaining adequate first aid stations throughout the works in accordance with the laws of Kenya, the contractor shall provide and maintain on site during the duration of the Contract, a fully equipped dispensary. This shall be with a qualified Clinical Officer / Nurse who shall offer the necessary medical advice on HIV and related diseases to the Engineer's and Contractor's Site staff. The Contractor shall allow for this in the rates and be responsible for all site welfare arrangements at his own cost.

121 DIVERSION OF SERVICES

- (a) The Contractor shall acquaint himself with the location of all existing services such as telephone lines, electricity cables, water pipes, sewers etc., before execution of any works that may affect the services. The cost of determining the location of the existing services together with making good or repairing of any

damage caused all to the satisfaction of the Engineer shall be included in the BID rates.

- (b) Subject to the agreement with the Engineer, the Contractor shall be responsible for removal of alteration and relocation of existing services.
- (c) The Contractor shall indemnify the Employer against claims originating from damage to existing services or works.

123 LIAISON WITH GOVERNMENT AND POLICE OFFICIALS

The Contractor shall keep in close touch with the Police and the other Government officials of the area regarding their requirements in the control of traffic, or other matters, and shall provide all assistance or facilities, which may be required by such officials in the execution of their duties.

124 LAND FOR ALL CAMPS SITES AND FOR THE CONTRACTOR'S OWN PURPOSES, INCLUDING TEMPORARY WORKS.

Notwithstanding Clause 124 of the Standard Specification all requirements of land for temporary works and construction purposes shall be to the approval of the Engineer but the Contractor will make all necessary arrangements with the property owners concerned and pay all charges arising there from. On or before completion of the Contract, the Contractor shall remove all temporary works and shall restore all such land to the condition in which it was immediately prior to the occupation thereof as far as is reasonable and practicable. No separate payment will be made to the Contractor on account of these items and the Contractor must make due allowance for them in his rates.

Notwithstanding Clause 120 of the Standard Specifications, the Contractor shall be required to appoint competent surveyors who will liaise with the Engineer on matters related to the demarcation of the existing road reserve, site measurements, removal and reinstatement of existing services.

128 STORAGE OF MATERIALS

All materials shall be stored on Site in a manner approved by the Engineer and the Contractor shall carefully protect from the weather all work and materials which may be affected thereby.

129 TEST CERTIFICATES

When instructed by the Engineer the Contractor shall submit certificates of test from the suppliers of materials and goods required in connection with the works as the Engineer may require.

Such certificates shall certify that the materials or goods concerned have been tested in accordance with the requirements of the specifications and shall give the results of all the tests carried out. The Contractor shall provide adequate means of identifying the materials and goods delivered to the site with the corresponding certificates.

131 SIGNBOARDS

The Contractor shall provide and erect One (1) publicity signboards on the site as directed. The Engineer shall, as shown in the Drawings, direct the minimum dimensions of the boards. The boards shall be prepared, primed and painted cream and lettered in black. The boards shall be of stout construction, resistant to the effects of weather.

All furniture and equipment bought under the Contract shall revert to the Employer. Payment for provision of the office including the furniture shall be paid against the appropriate bill items in the BoQ.

The contractor may be directed to pay for stationery, equipment or reagents that are foresaid and also pay for servicing and repair of the laboratory equipment being used on the project.

The Contractor shall provide, install and maintain in a good state of repair, such laboratory, survey and other equipment as listed in the appendices to the relevant items of the Bills of Quantities for the duration of the contract.

Such equipment shall be of approved manufacture, and shall be made available to the Engineer for the Engineer's exclusive use throughout the Contract, not later than three (3) weeks after the Engineer's order to supply. All equipment shall be ready to use and complete to perform the tests. The equipment shall revert to the Employer on completion of the Contract.

Any delays to the Contractor or the Contractor's activities caused by the Engineer being unable to perform survey work, field or laboratory tests due to the contractor's failure to supply an/or maintain the said equipment shall be deemed to have been caused entirely by the Contractors own actions, and any consequences of such delays shall be interpreted as such.

The payment to comply with this requirement is provided in the Bill of Quantities and ownership of all equipment shall revert to the Employer after the completion of the Works.

Failure by the Contractor to provide or maintain the equipment shall make him responsible to bear all costs that may be incurred as a result of the Engineer's staff using alternative means of communication, including delays in supervision and approval of Works by the Engineer. List of Laboratory and Survey Equipment shall revert to the Employer at the end of the Contract.

137

ATTENDANCE UPON THE ENGINEER AND HIS STAFF

The Contractor shall pay wages (including all overtime) and house all attendant staff to fulfil the requirements of Clause 137 of the Standard Specification. The number of staff required for these duties shall be about: 1(one) No. Office attendants, 4 (four) No chainmen, 2(two) No graded artisans and 3No. labourers. The Contractor will be

paid on a prime cost basis plus a percentage for overheads and profits under appropriate items in the Bills of Quantities.

138 VEHICLES AND DRIVERS FOR THE ENGINEER AND HIS STAFF AND METHOD OF PAYMENT

The Contractor shall when instructed to do so provide and maintain in good working condition for the exclusive use of the Engineer and his staff throughout the contract, the following new diesel engine unless shown otherwise, Engineer's vehicles with Drivers;

- Two (2) second hand petrol propelled two wheel drive station wagon of engine capacity of 1600 - 1800 cc fully loaded with mileage less than 50,000km.

The Contractor shall insure comprehensively the vehicles for any licensed drivers and shall provide competent drivers during normal working hours and whenever required by the Engineer.

Should any vehicle supplied not be in road worthy condition, the Contractor shall provide an acceptable equivalent replacement vehicle until such time as the original vehicle is repaired to the satisfaction of the Engineer and returned for use.

Payment for the vehicles (up to 4,000Km.), shall be by vehicle months. Payment for mileage above 4,000Km shall be made at a rate per Kilometre. These payments shall be inclusive of all fuels, lubricants, servicing, insurance, maintenance, drivers and repairs. The rate shall include any overtime the drivers might be due or any other allowances in addition to the normal working hours. Payment shall be made under appropriate items in the Bills of Quantities.

139 RECEIPTED ACCOUNTS

The Contractor maybe instructed by the Engineer to make payments of general miscellaneous accounts for such items as stationary, stores and equipment and miscellaneous supervision personnel and claims or the Engineer may direct the Contractor to purchase or pay for the above. The Contractor will be paid on a prime cost basis plus a percentage for overheads and profits under appropriate items in the Bills of Quantities.

142 LIQUIDATED DAMAGES

Liquidated Damages shall apply in the event of the work not being completed within the time for completion plus any extension of time which may be determined by the Engineer as shown in the Appendix to Form of Bid.

143 ENVIRONMENTAL PROTECTION

The Contractor shall ensure so far as is reasonably practicable and to the satisfaction of the Engineer; that the impact of the construction on the environment shall be kept to a minimum and that appropriate measures are taken to mitigate any adverse effects during the construction.

(a) After extraction of materials, all borrows pits shall be backfilled to the satisfaction of the Engineer. In particular borrow pits near the project road shall be backfilled in such a way that no water collects in them.

(b) Spilling of bitumen fuels Oils and other pollutants shall be cleared up.

The contractor shall as instructed by the Engineer carry out off – road mitigation measures to the approval and satisfaction of the Engineer and to the required standards. The contractor shall obtain Environmental mitigation licence for the same and also comply with Environmental Management Coordination Act (EMCA) 1999, Environmental Impact Assessment (EIA) and Environmental Audit (EA) Regulations 2003.

Payment will be under appropriate items in the BoQ.

SECTION 2 - MATERIALS AND TESTING OF MATERIALS

All materials testing shall be in accordance with Section 2 of the Standard Specifications.

SECTION 3 - SETTING OUT & TOLERANCES

301 SETTING OUT

a) Detailed Setting Out

Setting out will be done as per method agreed between the contractor and the Engineer.

SECTION 4- SITE CLEARANCE AND TOP SOIL STRIPPING

401 SITE CLEARANCE

Site Clearance shall be carried out as directed by the Engineer.

402 REMOVAL OF TOPSOIL

Topsoil shall include up to 200mm depth of any unsuitable material encountered in existing or newly constructed drains, drainage channels, and accesses.

403 REMOVAL OF STRUCTURES, FENCES AND OBSTRUCTIONS

When instructed by the Engineer, the Contractor shall demolish or remove any structure and payment for this shall be made on day works basis.

SECTION 5 - EARTHWORKS

508 COMPACTION OF EARTHWORKS

At pipe culverts, all fill above ground level around the culverts shall be compacted to density of 100% MDD (AASHTO T.99) up to the level of the top of the pipes or top of the surround(s), if any and for a width equal to the internal diameter of the pipe on either side of the pipe(s) or surround(s) as applicable.

At locations adjacent to structures, all fill above ground level up to the underside of the sub-grade shall be compacted to density of 105% MDD (AASHTO T.99). In case of fill around bridge this should be carried out for the full width of the fill and for a length bounded by the vertical plane passing through the ends of the wing-walls.

Notwithstanding the provision of clause 503 of the standard Specification, Compaction of sub-grade material (i.e. material immediately below formation) in cut areas shall not be carried out by the contractor in areas where the formation is formed in hard material, unless specific instructions to the contrary are issued by the Engineer.

Where improved sub-grade material shall be required, this shall be compacted and finished to the same standards and tolerances as those required for normal sub-grade and clauses in the specifications applying to normal sub-grade shall also apply.

517 MEASUREMENT AND PAYMENT

Notwithstanding the provisions of clause 517 of the standard specifications, the rate for compaction of fill in soft material shall allow for the requirements of clause 508 of the special specification and no extra payment shall be made for compaction around pipe culverts (100% MDD AASHTO T.99).

SECTION 6 - QUARRIES, BORROW PITS, STOCKPILES AND SPOIL AREAS

603 PROVISION OF LAND

Notwithstanding any indications to the contrary in the Standard specification the Engineer will not make available to the Contractor any land for quarries, borrow pits, stockpiles and spoil areas, except for those areas in road reserves specifically approved by him.

The contractor will be entirely responsible for locating suitable sources of materials complying with the Standard and Special Specifications, and for the procurement, Wining, haulage to site of these materials and all costs involved therein. Similarly the contractor will be responsible for the provision and costs involved in providing suitable areas for stockpiling materials and spoil dumps. Should there be suitable sites for spoil dumps or stockpiles within the road reserve forming the site of the works the Contractor may utilise these subject to the approval of the Engineer.

No additional payment will be made to the Contractor to cover costs arising from the requirements for this Clause and the Contractor must include these costs in the rates inserted into the Bills of Quantities.

SECTION 7 - EXCAVATION AND FILLING FOR STRUCTURES

710 STONE PITCHING

Stone pitching to drains, inlets and outlets of culverts to embankments and around structure shall consist of sound unweathered rock approved by the Engineer.

The stone as dressed shall be roughly cubical in shape with minimum dimensions of 150 x 150mm for normal thickness of stone pitching. Grouting will be done for all stone pitching areas and the top line of the stone pitching should be grouted/sealed with concrete class 15/20.

The surface to receive the pitching shall be compacted and trimmed to slope and the stone laid, interlocked and rammed into the material to give an even finished surface.

712 RIP-RAP PROTECTION WORK

Quarry waste or similar approved material shall be used to backfill scoured and eroded side, outfall and cut-off drain. The material shall be compacted to form a flat or curved surface preparatory to stone pitching of drainage channels, existing and new scour checks as directed by the Engineer.

The surface to receive the pitching shall be compacted and trimmed to slope and the stone hand laid, interlocked and rammed into the material to give an even finished surface. The interstices of the Pitching shall be rammed with insitu material. The insitu material immediately behind the pitching shall be compacted to minimum density of 100% MDD compaction (AASHTO T.99)

714 BACKFILL BELOW STRUCTURES

Where instructed this shall be carried out in compliance with the requirements of Clause 507 and 804 of the Standard Specification.

BILL 10: GRADING AND GRAVELLING

Scope:

Grading covers the work of reinstating the road carriageway to the correct camber by removing the high points and filling gullies, corrugations, and wheel ruts to restore a smooth running surface.

Grading can either be done by labour (Manual Reshaping) or by Machine (Motorized grading or towed grading).

Manual reshaping is preferable where there is sufficient labour. For existing roads with side drains light manual reshaping should be used as defined in 10-50-004. Heavy manual reshaping should be used for roads that have deteriorated to such an extent that the drains and carriageway need to be reinstated. Heavy Manual Reshaping is defined under Bill 5 – Earth Works.

Light grading is carried out on good and fair roads as a maintenance activity while heavy grading is for re-establishing a road in poor or very poor condition.

Gravelling consists of the excavation; loading, hauling, dumping, spreading and compacting using approved equipment of gravel wearing course material on the formation of the road carriageway. Gravel shall include lateritic gravel, quartzitic gravel, calcareous gravel, decomposed rock, soft stone coral rag, clayey sand and crushed rock.

The material may be obtained from quarries, borrow pits or excavation in cuttings as directed by the Engineer. Gravel material shall conform to the requirement given in Table 10.1

Table 10.1: Requirement for Gravel Wearing Course

GRADING REQUIREMENTS	
Sieve (mm)	% by Weight Passing
40	100
28	95 – 100
20	85 – 100
14	65 – 100
10	55 – 100
5	35 – 92
2	23 – 77
1	18 – 62
0.425	14 – 50
0.075	10 – 40

PLASTICITY INDEX REQUIREMENTS PI		
Zone	Min	Max
WET: Mean annual rainfall > 500mm	5	20
DRY: Mean annual rainfall	10	30

BEARING		STRENGTH
Traffic VPD	CBR	DCP Equivalent mm/Blow
>15	20	11
<15	15	14

For “Quarry
Waste” gravel
stones of
maximum
dimension 80mm
may be permitted

CBR at 95 % MDD, Modified AASHTO and 4 days soaking
--

Lower quality material (CBR 15) may be accepted if no better material can be found

The Engineer shall approve quarries and the extent of their exploitation. The possible quarries shall be shown to the Contractor prior to commencement of the Works. The Contractor shall be responsible for the acquisition of the quarry rights and shall conduct respective negotiations with landowners and affected communities.

Alternative sources of gravel material whose quality can be shown to be in compliance with the specification requirements may be used, with the approval of the Engineer. The Contractor is deemed to have included in his rates for the provision of the gravel material.

10-50-001: Heavy Grading without watering and compaction.

Heavy grading without watering and compaction shall only be done when there is sufficient moisture in the material and the material can be compacted by traffic.

The Contractor shall scarify the existing carriageway surface, cutting high spots and moving materials to fill potholes, corrugations and wheel ruts and reshape the surface to the specified camber, using a Motor grader unless otherwise directed by the Engineer. All loose rocks, roots and grasses shall be removed first and disposed of well clear of the drains.

Pegs 300 to 400mm long shall be placed at 20 m intervals to mark edge of the carriageway.

The material shall be graded toward the centre of the road starting from both edges until the specified camber is achieved. Suitable material from the side drains may be used as additional material. Any further material needed to achieve the correct camber shall be from an approved source.

No grading shall be carried out in dry conditions.

The Contractor shall use **Equipment** to carry out this item.

Work Method: **MB**

Quality Control

- The width of the carriageway shall be checked at every 50m intervals and have a tolerance of + 50mm or -20mm.
- The camber shall be checked with a camber board at 25m intervals and shall have a tolerance of $\pm 1\%$

Measurement Unit: m^2

The measurement shall be the area of carriageway graded, measured net according to the specified width and measured length graded.

Payment

The unit rate shall be the full compensation for labour, tools, equipment and incidental costs required for carrying out the work.

10-50-002: Heavy Grading with watering and compaction.

The Contractor shall scarify the existing carriageway surface, cutting high spots and moving materials to fill potholes, corrugations and wheel ruts and reshape the surface to the specified camber, using a Motor grader unless otherwise directed by the Engineer. All loose rocks, roots and grasses shall be removed first and disposed of well clear of the drains.

Pegs 300 to 400mm long shall be placed at 20 m intervals to mark edge of the carriageway.

The material shall be bladed toward the centre of the road starting from both edges until the specified camber is achieved. Suitable material from the side drains may be used as additional material. Any further material needed to achieve the correct camber shall be from an approved source. Compaction shall be carried out using appropriate equipment approved by the Engineer, from the carriageway edges to the centerline in overlapping passes.

In order to achieve the desired compaction water shall be added in an even manner without transverse or longitudinal flow.

The Contractor shall use **Equipment** to carry out this item.

Work Method: **MB**

Quality Control

- The width of the carriageway shall be checked at every 50m intervals and have a tolerance of + 50mm or -20mm.
- The camber shall be checked with a camber board at 25m intervals and shall have a tolerance of $\pm 1\%$
- Longitudinal levels shall be checked with a straight edge of minimum 2.7 m length. Maximum tolerance of ± 10 mm.
- Compaction shall show no movement of material under the roller, minimum of 6 passes.
- Compaction test standard shall be 95% MDD (AASHTO T99)

Measurement Unit: m^2

The measurement shall be the area of carriageway graded, measured net according to the specified width and measured length graded.

Payment

The unit rate shall be the full compensation for labour, tools, equipment and incidental costs required for carrying out the work.

10-50- 004: Carriageway Grading - Light Grading

Light grading shall only be done when there is sufficient moisture in the material. The Contractor shall grade the carriageway to control roughness and corrugations using either a Towed or a Motor grader. The width of the carriageway shall be as specified for the Road Class.

Pegs 200 to 300mm long shall be placed at 20 m intervals to mark edge of the carriageway

The material shall be bladed toward the centre of the road, starting from both edges, to the specified camber. Where instructed by the Engineer, suitable materials from the side drains may be used to fill potholes and gullies in the carriageway. Any further material needed to re-form the camber shall be from an approved source. Compaction shall be achieved using the wheels of the equipment, tracked evenly over the full surface, or by other approved means.

No grading shall be carried out in dry conditions.

The Contractor shall use **Equipment** to carry out this item.

Work Method: **MB**

Quality Control

- The width of the carriageway shall be checked at every 50m intervals and have a tolerance of +50mm or -20mm
- The camber shall be checked with a camber board at 25m intervals and shall have a tolerance of $\pm 1\%$
- Longitudinal levels shall be checked with a straight edge of minimum 2.7 m length. Maximum tolerance of ± 10 mm.

Measurement Unit: m²

The measurement shall be the area of carriageway graded, measured net according to the specified width and measured length graded.

Payment

The unit rate shall be the full compensation for labour, tools, equipment and incidental costs required for carrying out the work.

10-50- 004:Light Manual Reshaping (Grub edge, fill gullies and Reshape carriageway)

This activity involves trimming the edge of the carriageway, grubbing grass from the carriageway filling gullies and ruts on the carriageway and reshaping of the camber of the road to the original standard and shape. No grass shall be grubbed from the shoulders, but it shall be cut to a maximum height of 50mm.

For earth roads materials from the side drains may be used to reshape the carriageway and fill gullies. Where additional suitable material is required to reinstate the camber to the required shape, this material shall be obtained from approved sources nearest to the final deposition area.

For gravel roads the gravel shall be obtained from the stacks placed at intervals along the road for this purpose if applicable.

The fill material shall be watered, mixed and compacted using suitable tampers to a finished level 25mm above the surrounding road surface.

This activity shall be carried out before and after the rains, or as directed by the Engineer.

The Contractor shall apply **Labour** methods to carry out this item.

Work Method: LB

Quality Control

- The width of the carriageway including the shoulders shall be checked at 100m intervals with tolerance of +50mm or -20mm
- The camber shall be checked using camber board at 50m intervals and shall have a tolerance of $\pm 1\%$
- The quality of fill material shall be approved by the Engineer
- The minimum compaction to be applied to fill areas shall be such that no rammer imprint on the surface shall be seen.

Measurement Unit: m²

The measurement shall be the area of carriageway shaped.

Payment

The unit rate shall be the full compensation for labour, tools and incidental costs required for carrying out the work.

10-60-001: Provide Gravel Wearing Course (Excavation, Free haul, spreading and Compaction of Gravel)

Excavation of Gravel

Gravel shall be excavated from quarries approved by the Engineer, and the Contractor shall inform the Engineer if the quality/availability of the gravel changes during the course of excavation.

Stones and boulders with one dimension greater than 80mm shall be removed from the excavated gravel and deposited outside the quarry at locations approved by the Engineer. Such stones and boulders may be reused in other parts of Works with the approval of the Engineer.

Excavation and loading shall normally be by labour unless, at the request of the Contractor, the Engineer allows the use of equipment.

The Contractor shall use **Labour** and/or **Equipment** to carry out this work, as directed by the Engineer.

Work Method: **LB or MB**

Quality Control:

- Oversize stones and boulders shall not be loaded for haulage to the road.
- Areas containing deleterious material shall not be excavated.

Free haul, spreading and Compaction of Gravel

Free haul involves the transportation of gravel material for the first 1.5 km from the quarry. The Contractor shall spread and compact gravel material, in a manner to ensure a uniform thickness of the layer across the full width of the carriageway and shaped to the specified camber. Spreading also includes the removal of any oversized stones or boulders, which cannot be broken down to the required size, to spoil dumps. Gravel shall be spread within 24 hours of off-loading.

Compaction of the gravel material shall be carried out from the carriageway edges to the centerline by overlapping passes of the compaction equipment. The number of passes shall be as directed by the Engineer dependent upon the equipment used and the material being compacted. Unless otherwise instructed the moisture content of the material shall be within $\pm 2\%$ of optimum

Where additional moisture is required water shall be applied in an even manner and the rate of application shall be such that no transverse or longitudinal flows occur.

The Engineer may instruct the Contractor to carry out density tests on the compacted material to ensure that an acceptable standard has been achieved.

The Contractor shall use Equipment for haulage and **Labour** for spreading unless the Engineer instructs otherwise.

Work Method: LB-MB

Quality Control:

- The gravel surface width shall be checked at 100m intervals and shall have a tolerance of $\pm 50\text{mm}$
- Trial holes shall be dug as directed by the Engineer to check the gravel thickness and shall have a tolerance of $+ 5\text{mm} / - 0\text{mm}$
- The camber shall be checked at 50m intervals and the maximum tolerance shall be $\pm 1\%$
- The longitudinal profile shall be checked after the compaction of each load to ensure a smooth surface with no corrugations or depressions, tolerance of $\pm 10\text{mm}$.
- Compaction shall show no movement of material under the roller, minimum of 6 passes.
- Compaction test standard shall be 95% MDD (AASHTO T180)

Measurement Unit: m^3

The measurement shall be the volume of compacted gravel surfacing measured net according to the Drawings and shall include the excavation and the 1.5km 'free' haul distance

Payment

The unit rate shall be the full compensation for labour, tools, equipment and incidental costs required for carrying out the work.

10-60- 002: Haulage (Overhaul beyond 1.5km)

The Contractor shall haul by appropriate equipment and off-load on the road as directed by the Engineer. Where the quantity delivered in any load falls short of the equipment capacity, off-loading shall only be permitted after the agreed spacing is adjusted accordingly.

No vehicle with a capacity of greater than 10 tonnes shall be permitted to off-load gravel directly on the prepared formation unless approved by the Engineer. Any greater loads shall be dumped in stockpiles off-road and transported to the formation areas by appropriate means.

Where loads supplied are found to contain material other than from the approved quarry and are of unacceptable quality, the Contractor shall remove them from site at the Contractor's expense.

The Contractor shall use **Equipment** to carry out this Item.

Work Method: MB

Quality Control:

- No haulage equipment shall be used until its capacity has been ascertained by the Engineer
- The quality of gravel dumped on the road shall be according to the Specifications
- The quantity of material delivered in each load shall be checked before dumping is allowed
- The distance between the stacks shall be checked to ensure the required compacted thickness will be achieved.

Measurement Unit: m³km (Overhaul)

The Contractor shall allow in the rates for item 10-60-001 for a 'free' haul distance of 1.5km. The 'overhaul' shall be the distance, greater than 1.5km, to the centre point of the section where the gravel is being dumped and processed, measured along the shortest route as determined by the Engineer.

The measurement of overhaul shall be the product of the volume of the gravel hauled and the distance to the centre point as indicated above.

Payment

The unit rate shall include full compensation for labour, tools, equipment, and incidental costs necessary to carry out the work.

10-60-004 Gravel Patching (Excavation, Free haul, Spreading and Compaction of Gravel)

Excavation of Gravel

Tender No. RD -----

Gravel shall be excavated from quarries approved by the Engineer, and the Contractor shall inform the Engineer if the quality/availability of the gravel changes during the course of excavation.

Stones and boulders with one dimension greater than 80mm shall be removed from the excavated gravel and deposited outside the quarry at locations approved by the Engineer. Such stones and boulders may be reused in other parts of Works with the approval of the Engineer.

Excavation and loading shall normally be by labour unless, at the request of the Contractor, the Engineer allows the use of equipment.

The Contractor shall use **Labour** and/or **Equipment** to carry out this work, as directed by the Engineer.

Work Method: **LB or MB**

Quality Control:

- Oversize stones and boulders shall not be loaded for haulage to the road.
- Areas containing deleterious material shall not be excavated.

Free haul, preparation, spreading and Compaction of Gravel

Free haul involves the transportation of gravel material for the first 1.5 km from the quarry. The Contractor shall prepare the area to be patched by removing excessive water and loose material. The contractor shall then dump, spread and compact gravel material, in a manner to ensure a uniform thickness of the layer across the full width of the carriageway and shaped to the specified camber. Spreading also includes the removal of any oversized stones or boulders, which cannot be broken down to the required size, to spoil dumps. Gravel shall be spread within 24 hours of off-loading.

Compaction of the gravel material shall be carried by overlapping passes of the compaction equipment. The number of passes shall be as directed by the Engineer dependent upon the equipment used and the material being compacted. Unless otherwise instructed the moisture content of the material shall be within $\pm 2\%$ of optimum

Where additional moisture is required water shall be applied in an even manner and the rate of application shall be such that no transverse or longitudinal flows occur.

The Engineer may instruct the Contractor to carry out density tests on the compacted material to ensure that an acceptable standard has been achieved.

The Contractor shall use Equipment for haulage and **Labour** for spreading unless the Engineer instructs otherwise.

Work Method: **LB-MB**

Quality Control:

- The gravel surface width shall be checked at 100m intervals and shall have a tolerance of

± 50mm

- Trial holes shall be dug as directed by the Engineer to check the gravel thickness and shall have a tolerance of + 5mm / - 20mm
- The camber shall be checked at 50m intervals and the maximum tolerance shall be ± 1 %
- The longitudinal profile shall be checked after the compaction of each load to ensure a smooth surface with no corrugations or depressions, tolerance of ± 10mm.
- Compaction shall show no movement of material under the roller, minimum of 6 passes.
- Compaction test standard shall be 95% MDD (AASHTO T180)

Measurement Unit: m³

The measurement shall be the volume of compacted gravel surfacing measured net according to the Drawings and shall include the excavation and the 1.5km 'free' haul distance

Payment

The unit rate shall be the full compensation for labour, tools, equipment and incidental costs required for carrying out the work.

10-70-001: Site clearance of borrow area.

This activity should be done in accordance with Bill 4, sub clauses 4.01 to 4.05 in the Standard Specifications for Roads and Bridges 1986.

10-70-002: Removal of Overburden

The Contractor shall remove overburden from quarries and borrow pits, which includes excavation, loading, hauling and stockpiling at approved locations. The thickness of the overburden layer to be removed shall be determined from trial pits dug on a 30 metre grid within the quarry area.

The overburden shall be deposited neatly for re-use to reinstate the quarry on completion of the Works, as directed by the Engineer.

The Contractor shall use **Labour** to carry out this item unless the Engineer instructs otherwise.

Work Method: LB or MB

Quality Control

- The location and manner of stock piling of the overburden for the reinstatement of the quarry shall be to the approval of the Engineer.

Measurement Unit: m³

The measurement shall be the volume of overburden removed as calculated from the cleared area and the mean depth indicated from the trial pits.

Payment

The unit rate shall include full compensation for labour, tools materials and equipment, haulage, stockpiling and incidental costs required for carrying out the work.

10-70-003: Restoration of Quarries and Borrow Pits

The Contractor shall level the ground, return the topsoil from the stockpiles, and uniformly spread the material over the full excavation area.

Adequate drainage provisions shall be made to protect the excavation areas, and where necessary appropriate protection measures shall be taken to avoid erosion of the spread topsoil layer. Grass and trees shall be replanted as directed by the Engineer.

The Contractor shall use **Labour** and/or **Equipment** to carry out this item as agreed by the Engineer.

Work Method: LB, LM-MB

Quality Control

The Engineer shall check that the required measurements have been satisfactorily taken.

Measurement and Payment: Provisional Sum

Payment shall be made on a Dayworks basis for the labour and equipment as directed by the Engineer

SECTION 25 - HIV/AIDS, GENDER ISSUES, SOCIAL ISSUES AND LOCAL PARTICIPATION

2501 SCOPE

This specification sets out the Contractor's obligations with regard to on-site HIV/AIDS awareness campaign and preventive measures, which are to be instituted.

2502 INTERPRETATION AND DOCUMENTATION

The following documents shall inter-alia be read in conjunction with this specification:

- The Instructions to Bidders;
- The Conditions of Contract;
- The Drawings;

2503 GENERAL REQUIREMENTS

(a) AIDS Prevention Campaign

The contractor shall institute an HIV/AIDS awareness campaign amongst his workers for the duration of the contract. As part of the campaign the Contractor will be required to display AIDS awareness posters in all buildings frequented by workers employed on the contract, where such buildings fall under the control of the Contractor. In addition, at least ten (10) of the Contractor's vehicles, regularly used on site shall display HIV/AIDS awareness posters. The posters shall be printed on gloss paper and shall be at least A1 size on buildings and A3 size, or other approved size on vehicles. The message on the posters shall be supplied by the Employer through the Supervising Consultant before the posters are printed.

Aids awareness shall also be included in the orientation process of all workers employed on the contract.

(b) AIDS Prevention Campaign

The Contractor shall institute an HIV/AIDS prevention campaign amongst his workers for the duration of the contract. As part of the campaign the Contractor will be required to make condoms available to workers. The condoms shall be from an approved manufacturer and comply with the current ISO Standards or WHO/UNAIDS Specifications and Guidelines for Condoms, 1988, or any more recent publication. The Contractor shall make available at least 4,000 condoms every month, through dispensing machines or other approved method

of distribution. The Contractor shall at all times keep the site adequately supplied with condoms.

(c) HIV/AIDS Training

• **Introduction**

HIV/AIDS is having a significant and increasing impact in Kenya. Statistics show a prevalence of 10-15% in the country. Interventions that stimulate the movement of people increase both the exposure to the HIV virus and the spread of the virus. Road construction has been identified as one such intervention.

policy is to integrate HIV/AIDS awareness and prevention into all road and bridge construction and rehabilitation programmes. This is in accordance with the Third National Strategic Plan (2000-2005) for HIV/AIDS prevention and control as approved by the Government of Kenya.

The construction of bridge projects will involve both local labour and other contractor's labour. It is a contractual requirement for the Contractor to carry out HIV/AIDS awareness and prevention activities during the construction period as stipulated in this specification.

• **Objective**

The Objective of the HIV/AIDS training programme is to reduce the risk of exposure to and spread of the HIV virus in the area influenced by the construction. The target group will be local labourers and their supervisors employed by the works contractors. The wider community will benefit indirectly through their normal day-to-day interaction with the target group.

• **Scope of activities**

Activities for HIV/AIDS awareness and prevention will be broad-based, targeting both individuals and groups. They may consist of:-

- (i) Information posters in public places, both on and offsite (eating houses, bars, guest houses, etc.) and on contractor's vehicles.
- (ii) Availability of socially marketed condoms
- (iii) Peer educators (reference people) drawn from the local labour and educated in HIV/AIDS issues for discussions with colleagues (estimate 1 per 100 employees).
- (iv) Small focus group discussions to disseminate information covering key issues.
- (v) Theatre groups and video presentations.
- (vi) Promotional events (such as football matches) to encourage openness and discussion of HIV/AIDS issues.
- (vii) Promotional billboards to raise awareness of the integration of construction and HIV/AIDS activities.

- (viii) Inclusion of HIV/AIDS activities at site meetings with District Aids Committee and other approved representatives.
- (ix) Availability of promotional materials such as T-shirts, caps, bumper stickers, key rings etc.

The Scope of activities may be tailored as required to meet the perceived needs and priorities of the labourers, and should involve participatory approaches to ensure that they are appropriate and have a public health impact. The scale and frequency of activities may also be adjusted to suit requirements of the target group. Education will cover.

Preventive behaviours including partner reduction, condom use, awareness and appreciation of the importance of treatment of sexually transmitted incidences (STIs);

Skills including negotiating safer sex, correct condom use, purchase of condoms without Embarrassment; and referral to local health centres and available services.

Tasks to be undertaken to support the above activities include:

1. Establishing the status and focus of all current and planned HIV/AIDS activities in the area to ensure complementarity and determining potential involvement in project activities.
2. Carrying out a brief review of regional activities combining bridge construction with HIV/AIDS campaigns to determine options, best practice key issues, constraints etc.
3. Reviewing of Information, Education and Communication (IEC) materials available and their relevance to road construction, making recommendations for future development of IEC materials.
4. Providing education and training for site personnel, supervisors and peer educators for the scope of activities as above.
5. Providing supervision for peer educators to ensure sustained quality of education. Incentives for their continual work may be small promotional items such as T – shirts, Caps etc.
6. Providing mechanism for the social marketing of condoms and distribution of materials.
7. Monitoring activities regularly to assess effectiveness and impact. This should include an initial, interim and final assessment of basic knowledge, attitude and practices (KAP) taking account of existing data sources and recognizing the limitations due to the short time frame to show behaviour change. The KAP will be supported by qualitative information from focus group discussions.

- **Contractor Responsibilities**

The Contractor will employ and designate a HIV/AIDS expert, to be approved by the Supervising Consultant, who will work closely with the Client, MOPH&S and other

implementing agencies to support the HIV/AIDS awareness and prevention activities. This will ensure maximum effectiveness and integration with construction activities. Specific, but not exclusive, issues to be addressed by the Contractor are:

- Scheduling appropriate timing and durations of the implementations of HIV/AIDS activities as part of work plan for labourers and supervisors. Designated rest times such as lunch breaks and pay days should be excluded.
- Identification of suitable individuals from recruitment records of education with the implementation organization.
- Provision of suitable sites for communication activities and for condom distribution.
- Monitoring of the implementation of peer educator activities.
- Provision of support as necessary to the implementation organization.

- **Inputs**

An organization experienced in the provision of HIV/AIDS awareness and prevention activities will be selected as a subcontractor to provide the above scope of activities on behalf of the main Contractor.

- **Reporting**

The Implementation organisation will produce the following reports to be submitted to the Contractor, County Government:

- Monthly progress briefs for inclusion in site meetings.
- Quarterly reports detailing activities carried out, issues, follow up, etc.
- A review report of activities in the road construction sector,
- A review report of existing IEC materials with recommendations for development of materials specifically for the road sector.
- A final report detailing the methodology and activities carried out under this project Including lessons learnt, impact, liaison, with the Contractor and other parties, etc.

In addition, a report with the recommended approach for integration of HIV/AIDS awareness and prevention activities in the bridge construction sector will be produced. This will be a synthesis of project activities including contractual approaches, communication activities, availability of materials, liaison with existing organizations, etc. It will be developed with all parties involved in the construction activities to ensure the wide range of views and experiences gained.

- **Timing**

Activities shall commence at the start of the construction period and continue throughout the 9 months to ensure a sustained impact. Reporting and dissemination activities shall continue for three months after the project is completed to ensure integration into current practice.

SECTION 12: BILLS OF QUANTITIES

PREAMBLE TO BILLS OF QUANTITIES

1. The Bills of Quantities forms part of the Contract Documents and are to be read in conjunction with the Instructions to Bidders, Conditions of Contract Parts I and II, Specifications and Drawings.
2. The brief description of the items in the Bills of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.
3. The Quantities set forth in the Bills of Quantities are estimated , representing substantially the work to be carried out, and are given to provide a common basis for bidding and comparing of Bids. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
4. The prices and rates inserted in the Bills of Quantities will be used for valuing the work executed, and the Engineer will only measure the whole of the works executed in accordance with this Contract.
5. A price or rate shall be entered in ink against every item in the Bills of Quantities with the exception of items that already have Provisional sums affixed thereto. The bidders are reminded that no “nil” or “included” rates or “lump-sum” discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply will be disqualified.
6. Provisional sums (including Day-works) in the Bills of Quantities shall be expended in whole or in part at the discretion of the Engineer.
7. The price and rates entered in the Bills of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance testing, materials, erection, maintenance of works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the contract by the Engineer and his staff.
8. Errors in the pricing of the Bills of Quantities will be corrected in accordance with Clause (28) of instructions to bidders.

PROPOSED GRAVELLING AT DASHEG-TARBAJ ROAD

Item	Description	Unit	Quantity	Rate	Amount (Kshs)
BILL 1: GENERAL					
1.01	Prime cost sum for the Engineer's miscellaneous account.	PC Sum	300,000		
1.02	Include percentage of Prime Cost sum in item 1.07 for contractor's overhead and profit.	%			
1.03	Allow a Prime Cost sum for provision of materials testing services and other Laboratory Services	Pc Sum	100,000		
1.04	include percentage of Prime Cost sum in item 1.05 for contractor's overhead and profit	%			
1.05	Provide and erect publicity signs as directed by the Engineer in accordance with Drawing	No	1		
Total of Bill No.1 carried forward to summary page					

PROPOSED GRAVELLING AT DASHEG-TARBAJ ROAD

Item	Description	Unit	Quantity	Rate	Amount (Kshs)
BILL 4: SITE CLEARANCE AND TOPSOIL STRIPPING					
4.01	Clear site on road reserve including removal of trees, hedges, bushes, vegetation and other deleterious materials grub up roots and backfill to 100% MDD (AASHTO T99) with approved material in accordance with the specifications, and as directed by the Engineer.	Ha	5		
4.02	Removal of topsoil to a maximum depth of 100 mm in accordance with the specifications and or as directed by the Engineer.	M2	50,000		
TOTAL OF BILL NO. 4 CARRIED TO SUMMARY PAGE					

ITEM	DESCRIPTION	Unit	Quantity	Rate	Amount (Kshs)
BILL10: GRADING AND GRAVELLING					
	NOTE: No separate payment shall be made for the overhaul material and the cost of such haulage shall be included in the rates and /or prices				
10.01	Provide, spread, water and compact lateritic (natural) gravel to specified thickness at 100% MDD (AASHTO T99).	m ³	3,600		
TOTAL OF BILL NO.10 CARRIED FORWARD TO SUMMARY PAGE					

SUMMARY OF BILL OF QUANTITIES		
ITEM	DESCRIPTION	AMOUNT (Kshs)
1	Preliminary items and General	
4	Site Clearance and Top Soil Stripping	
10	Grading And Graveling	
A	Sub-total 1	
	Add 10% of sub-total 1 for Contingencies to be expended in whole or in part or deleted as directed by the Engineer	
B	Sub-total 2	
C	Add 16% of sub-total 2 for Value Added Tax(VAT)	
	GRAND TOTAL (B+C)	

