

REPUBLIC OF KENYA MANDERA  
COUNTY GOVERNMENT



MINISTRY OF ROADS, PUBLIC WORKS AND TRANSPORT  
DEPARTMENT OF ROADS AND TRANSPORT

**TENDER DOCUMENT FOR  
PROCUREMENT OF ROAD WORKS**

**Project: Proposed Construction of 70M NORMAL  
DRIFT AT SHIMBIR FATHUMA-BURMAYO ROAD.**

**TENDER NO: MCG/T/58/2015-2016**

**APRIL 2016**

**TENDER NO. MCG/T/57/2015-2016 – PROPOSED CONSTRUCTION OF 70M NORMAL DRIFT AT SHIMBIR FATHUMA-BURMAYO ROAD.**

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**SECTION 1: INVITATION TO TENDER**

**TENDER NO. MCG/T/57/2015-2016 – PROPOSED CONSTRUCTION OF  
70M NORMAL DRIFT AT SHIMBIR FATHUMA-BURMAYO ROAD  
TENDER NOTICE**

Mandera County Government is a County Government established under First Schedule, Article 6(1) of Constitution (2010) to perform Devolved functions. One of such functions is the Management, Development, Rehabilitation and Maintenance of County Roads (Mandera County).

**MANDERA COUNTY GOVERNMENT** hereby invites bids from eligible contractors for **PROPOSED CONSTRUCTION OF 70M NORMAL DRIFT AT SHIMBIR FATHUMA-BURMAYO ROAD**. The road will be constructed as per the provided design.

<b>No.</b>	<b>Tender No.</b>	<b>Tender Description</b>	<b>Length (km)</b>	<b>Sub County</b>	<b>County</b>	<b>NCA Registration</b>	<b>Pre-tender Site Visit Dates/Venue /Time</b>	<b>Inspection, purchase and submission of Tender documents</b>
1.	<b>MCG/T/57/2015-2016</b>	Construction of 70M Normal Drift at Shimbir Fathuma-Burmaya road)	70	Mandera South	Mandera	NCA 7 & Above	14 <sup>th</sup> April 2016, 2.00P.M Shimbir Fathuma Police Barrier	Supply Chain Offices Sub County H/Q, Mandera P.O. Box 13-70300 Mandera

## **SCOPE OF WORK**

The scope of works shall be as described in the tender document.

## **QUALIFICATION FOR TENDERING**

### **Mandatory Requirements**

The following must be submitted together with bid:

1. **Certified** copy of Certificate of incorporation
2. **Certified** Copy of Registration certificate for National Construction Authority (NCA) in category **shown above**.
3. Copy of **Valid** Tax Compliance Certificate to be verified on KRA TCC Checker
4. **Certified** copy of **Current** Single business permit
5. **Certified** Copy of CR12 form.

### **Other Requirements**

As specified in the tender documents covering the following:-

1. Similar previous experience
  2. Equipment holding
  3. Professional and technical personnel
  4. Current work load
  5. Litigation history (**Current** Sworn Affidavit)
  6. Eligibility
    - a. To enhance equity Bidders shall bid for only **One (1)** tender.
    - b. Only those bidders registered in the category as indicated in the tender document shall bid for the respective tenders.
    - c. Bidders with history of Non-performance (Termination of contracts in the last Two (2) years) will be disqualified. Bidders with Notice of termination or termination of contracts Since FY2013/2014 will be disqualified.
- Any form of canvassing will lead to disqualification.
- **Procurement shall be based on open tender method and the above details will be submitted with the priced bid.**
  - **There shall be a mandatory pre-tender site visit as specified in the tender documents as indicated above.**

**NOTE: Every Bidder shall be represented by one person bearing a letter from the company authorizing them to represent the company in the pre tender site visit. One (1) person shall only represent one (1) company.**

**The letter shall be in the official company letter head giving name and ID/Passport No. of the representative who shall be required to present their Original identification during the pre-tender site visit**

Interested eligible bidders may obtain further information from Supply Chain Office at the county headquarter in Mandera, and inspect the bidding documents at the address given below from 08.00 Hours to 16.00 Hours, East African Time from Monday to Friday except during lunch hours (13.00 Hours to 14.00 Hours), weekends and public holidays. Bidding documents are available in both hard and soft copies. Bidders may also download the bid documents free of charge from [www.mandera.go.ke](http://www.mandera.go.ke) but they will be required to register with the [supplychain@mandera.go.ke](mailto:supplychain@mandera.go.ke) immediately on download. Bidders who download the documents and fail to register with Mandera County may have their bids not opened and/ or evaluated.

The bid document may be obtained by interested firms upon payment of a non-refundable fee of KES 1, 000 (one thousand shillings only) in bankers Cheque payable to Mandera County revenue account No 1140759469KCB or 1000260858505 Equity bank Mandera. Please note that any bid submitted without the official receipt will be rejected.

Tender security is mandatory for all except special groups.

Bids must be delivered to the address below on or before Wednesday 20st April, 2016 at 10:30 a.m East African Time. Bids will be opened in the presence of the bidders or their representatives who choose to attend, at the respective sub county Boardrooms immediately thereafter. Late bids will be rejected. All Bids must be accompanied by Bid Security issued by Bank or recognized financial institution as stipulated in this invitation and Bid Document and must be valid for 120 days from the date of closing the Bids.

Complete tender document (**Original and 1 Copy**) should be enclosed in a plain sealed envelope marked with the tender name and reference number and be deposited in the tender box located at the respective sub county offices;

- 1. Mandera East -Supply Chain office**
- 2. Mandera North sub county administration office in Rhamu**
- 3. Mandera west sub county administration office-Takaba**
- 4. Mandera south sub county administration office –Elwak**
- 5. Lafey sub county administration office - Lafey**
- 6. Banissa sub county administration office-Banissa**

Addressed to:

**County Chief Officer  
Ministry of Finance & Economic Planning  
Mandera County Government  
P.O Box 13-70300  
Mandera, Kenya**

So as to be received on or before Wednesday 20st April, 2016 at 10:30 a.m. East African Time

County Head of supply chain management

**FOR: COUNTY CHIEF OFFICER FINANCE AND ECONOMIC PLANNING**



**SECTION 2: INSTRUCTIONS TO TENDERERS AND CONDITIONS OF  
TENDER**

## SECTION 2: INSTRUCTIONS TO BIDDERS

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# CONDITIONS OF TENDERERS 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 tender and their derivatives (bidder/tenderer, bid/tendered, bidding/tendering etc.) are synonymous, and day means calendar day. Singular also means plural.

### 2 SOURCE OF FUNDS

- 2.1 The source of funding is the **MANDERA COUNTY GOVERNMENT.**

### 3 CORRUPT PRACTICES

- 3.1 The government requires that the bidders, suppliers, sub-contractors and supervisors observe the highest standards of ethics during the execution of such contracts. In this pursuit of this policy, the government;

Defines for the purpose 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 the 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 the benefits of free and open competition

The Employer Shall 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

The Employer Shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a government contract if it at any time it is determined 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 the National Construction Authority (NCA) as a contractor is mandatory in **the category shown Above**.
- 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 eligibility 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 update the following information:
  - (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 BIDPER

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.

8 SITE VISIT

8.1 The bidder is informed that pre-tender site visit is mandatory and he/she shall examine the Site of Works and its surroundings and obtain for himself all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the site shall be at the bidder's own expense.

8.2 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.

8.3 The Employer will conduct a Site Visit concurrently with the pre-bid meeting referred to in Clause 19, 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.

The bidders' representatives who are present shall sign a register while the employer's representative shall sign the Certificate of Bidder's Visit to Site evidencing bidders' attendance.

8.4 Date and venue of **Mandatory Pre-Tender Site Visit** is as indicated in the table below.

Site visit information

<b>Date</b>	<b>14<sup>th</sup> April 2016</b>
<b>Time</b>	<b>2:00 PM</b>
<b>Venue</b>	<b>Shimbir Fathuma Police Barrier</b>

**NOTE: Every Bidder shall be represented by one person bearing a letter from the company authorizing them to represent the company in the pre tender site visit. One (1) person shall only represent one (1) company.**

**The letter shall be in the official company letter head giving name and ID/Passport No. of the representative who shall be required to present their Original identification during the pre-tender site visit**

**B. BIDDING DOCUMENTS**

**9 CONTENTS OF BIDDING DOCUMENTS**

9.1 The set of documents comprising the tender includes the following together with any addenda issued in accordance with Clause 11:

- (a) Invitation to Bid
- (b) Instructions to bidders
- (c) Conditions of Contract - Part I
- (d) Conditions of Contract - Part II
- (e) Standard Specifications
- (f) Special Specifications
- (g) Form of Bid, Appendix to Form of Bid and Bid Security
- (h) Bills of Quantities
- (i) Schedules of Supplementary information
- (j) Form of Contract Agreement
- (k) Form of Performance Security
- (l) Drawings
- (m) BID addenda (BID notices)

9.2 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.

**10 CLARIFICATION OF BIDDING DOCUMENTS**

10.1 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, email and facsimile) at the Employer's mailing address indicated in the Bidding Data.

10.2 The Employer will respond in writing to any request for clarification that he receives earlier than five (5) 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.

## 11 AMENDMENT OF BIDDING DOCUMENTS

- 11.1 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.
- 11.2 The Addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 10.1 and shall be communicated in writing or cable to all registered prospective bidders who have purchased/downloaded the bidding documents. Prospective bidders shall promptly acknowledge receipt of each Addendum in writing or by cable to the Employer.
- 11.3 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 16.2.

## **C. PREPARATION OF BIDS**

### 12 LANGUAGE OF BID

- 12.1 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.

### 13 DOCUMENTS COMPRISING THE BID

- 13.1 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.

- 13.2 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).

### 14 BID PRICES

- 14.1 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.
- 14.2 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.
- 14.3 All duties, taxes (including VAT) and other levies payable by the Contractor under the Contract, or for any other cause as of the date 7 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.
- 14.4 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.

## 15 CURRENCIES OF BID AND PAYMENT

- 15.1 Bids shall be priced in Kenya Shillings.

## 16 BID VALIDITY

- 16.1 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 22.
- 16.2 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 17 in all respects.

## 17 BID SECURITY

- 17.1 The bidder shall furnish, as part of his bid, a bid security in the amount shown in the Appendix to form of Bid.
- 17.2 The bid security shall be in the form of unconditional bank guarantee from a reputable bank selected by the bidder and located in Kenya. The format of the bank guarantee shall be in accordance with bid security included in Section 3. The bid security shall remain valid for a period of thirty (30) days beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-Clause 16.2.
- 17.3 Any bid not accompanied by an acceptable bid security will be rejected by the Employer as non-responsive.

17.4 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.

17.5 The bid security of the successful bidder will be discharged upon the bidder signing the Contract Agreement and furnishing the required performance security.

17.6 The bid security may be forfeited:

- (a) if a bidder withdraws his bid, except as provided in Sub-Clause 24.2.
- (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

## 18 NO ALTERNATIVE OFFERS

18.1 The bidder shall submit one offer, which complies fully with the requirements of the bidding documents.

18.2 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.

18.3 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.

## 19 PRE-BID MEETING (WHERE APPLICABLE)

19.1 The bidders designated representative is invited to attend a pre-bid meeting, which will take place as indicated in the tender notice. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The bidders' representatives who are present shall sign a register evidencing their attendance. The Client may however jointly carry out the pre-bid meeting with the pretender site visit.

19.2 The bidder is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than five (5) days 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 bidders who would have attended the

meeting. Any modification of the bidding documents listed in Sub-Clause 9.1, 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.

## 20 FORMAT AND SIGNING OF BIDS

- 20.1 The bidder shall prepare one original of the documents comprising the bid as described in Clause 13 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 a replica copy of the bid clearly marked “COPY OF ORIGINAL”. However, in the event of discrepancy between them, the original shall prevail.
- 20.2 The original and copy 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) OR 4.3 (c) as the case may be. The person or persons signing the bid **shall** initial all pages of the bid where entries or amendments have been made: **Non-initialization shall constitute non-responsiveness**
- 20.3 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 initialed by the person or persons signing the bid.

## **D. SUBMISSION OF BIDS**

### 21 SEALING AND MARKING OF BIDS

- 21.1 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.
- 21.2 The inner and outer envelopes shall be:
- (a) 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 21.2, 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 0, and for matching purposes under Clause 24.
- 21.3 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.

## 22 DEADLINE FOR SUBMISSION OF BIDS

22.1 Bids must be received by the Employer at the address specified in Sub Clause 21.2 not later than the date indicated in the tender notice.

22.2 The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in accordance with Clause 11 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.

## 23 LATE BIDS

Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 22 will be returned unopened to the bidder.

## 24 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

24.1 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.

24.2 The bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

24.3 No bid may be modified subsequent to the deadline for submission of bids, except in accordance with Sub-Clause 29.2.

24.4 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 17 may result in the forfeiture of the bid security pursuant to Sub-Clause 17.6.

## **E. BID OPENING AND EVALUATION**

### 25 BID OPENING

25.1 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.

- 25.2 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 24 shall not be opened.
- 25.3 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 22.
- 25.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 25.3.
- 25.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

## 26 PROCESS TO BE CONFIDENTIAL

- 26.1 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.

## 27 CLARIFICATION OF BIDS AND CONTACTING OF THE EMPLOYER

- 27.1 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 29.
- 27.2 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, should do so in writing.
- 27.3 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.

## 28 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 28.1 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.
- 28.2 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 tender 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.
- 28.3 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.

## 29 CORRECTION OF ERRORS

- 29.1 Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
  - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.
  - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail.
  - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected work items (i.e. corrected tender sum less Prime Cost and Provisional Sums).

- (e) The Error Correction Factor shall be applied to all work items (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuations of variations.
- f) The bidder shall within three (3) days after issuance of the written notice by the employer, or such further time as the employer may allow, correct his tender in such a manner as may be agreed or directed by the employer failing which the tender may be absolutely rejected and the bid security forfeited in accordance with sub-clause 17.6

### 30 EVALUATION AND COMPARISON OF BIDS

- 30.1 The Tender Evaluation Committee shall evaluate the Tenders within 30 days of the validity period from the date of Opening of tender. The Tender Evaluation Committee will carry out evaluation of details and information provided in post- Qualification Questionnaire and any bidder who does not qualify shall not have his/her bid evaluated further.
- 30.2 The Employer will then evaluate and compare only the bids determined to be substantially responsive in accordance with Clauses 27 and 28.
- 30.3** 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. The bidder shall within three (3) days after issuance of the written notice by the employer, or such further time as the employer may allow, provide a satisfactory analysis failure to which the tender shall be rejected.

### 31 QUALIFICATION AND EVALUATION CRITERIA

- 31.1 Post-qualification will be based on meeting all of the following minimum point scale criteria regarding the Applicant's general and particular experience, personnel and equipment capabilities as well as financial position. The Employer reserves the right to waive minor deviations, if they do not materially affect the capacity of an applicant to perform the contract. Subcontractor's experience and resources shall not be taken into account in determining the Applicant's compliance with qualifying criteria.

#### 31.2 *General Experience.*

The Applicant shall meet the following minimum criteria: -

**(a) Average annual turnover for the last 2 years - KShs.75,000,000**

(b) Successful completion as a prime contractor or sub-contractor in the execution of at least three roads rehabilitation/new construction projects of a similar nature and comparable in complexity to the proposed contract within the last three years.

- 31.3 *Personnel Capabilities.* The Applicant should list down personnel of minimum qualification of Bsc in Civil Engineering for Site Agent, Ordinary Diploma for the surveyor and an ordinary diploma in Civil Engineering for other supervisory staff.
- 31.4 *Equipment Capabilities.* The Applicant should list down, the plants and equipments that are in his ownership and the ones proposed for hire which should be suitable for executing contract works. – Applicants must attaché evidence of ownership or hiring arrangements.
- 31.5 *Cash flow statement.* The Applicant should demonstrate that he has access to or has available, liquid assets, unencumbered real assets, lines or credit, and other financial means sufficient to meet the construction cash flow for a period of 2 months, estimated to **at least Kshs. 25,000,000.**
- 31.6 *Balance Sheets.* Signed and stamped Audited balance sheets for the last two years should be submitted and must demonstrate the soundness of the Applicant's financial position, availability of working capital and net worth
- 31.7 *Financial position/Ratios.* The applicant's financial information will be assessed in terms of ROCE, current ratio and return on equity, and the point scale criteria on their financial position given on this basis. Where necessary, the Employer may make inquiries with the Applicant's bankers.
- 31.8 *Litigation History.* The Applicant should provide accurate information on any litigation or arbitration resulting from contracts complete or under execution by him over the last five years. A consistent history of litigation against the Applicant may result in failure of the application.
- 31.9 Post-qualification criteria are as provided in the Appendix to instruction to tenderers.

The pass mark shall be **75%.**

The bidders who pass the technical criteria will be subjected to financial evaluation.

#### **F. FINANCIAL EVALUATION**

#### **32 COMPARISON OF MAJOR RATES OF ITEMS OF CONSTRUCTION & CREDIBILITY OF TENDERERS RATES**

The Employer will compare the tenderers' rates with the Engineer's estimates for major items of construction. If some bids are seriously unbalanced or front loaded in relation to the Engineer's estimates for the major 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. The bidder shall within three (3) days after issuance of the written notice by the employer, or such further time as the employer may allow, provide a satisfactory analysis failure to which the tender shall be rejected.

### 33 PREFERENCE FOR DOMESTIC BIDDERS

This will not be applicable for this bid.

## **G. AWARD OF CONTRACT**

### 34 AWARD

34.1 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 3.1, and (b) qualified in accordance with the provisions of Clause 4.

### 35 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

35.1 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.

### 36 NOTIFICATION OF AWARD

36.1 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").

36.2 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 security will be returned as promptly as possible, in accordance with sub clause 17.4.

### **37 PERFORMANCE SECURITY**

37.1 Within 21 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.

37.2 Failure by successful bidder to lodge the required performance Guarantee within 21 days of the receipt of the letter of Acceptance shall constitute sufficient grounds for annulment of the award and suspension from being eligible for bidding in any tender with the authority pursuant to clause 17.5; in which event the Employer may make the award to another bidder or call for new bids.

### **38 SIGNING OF AGREEMENT**

38.1 Within 14 days of receipt of the notification of award, the successful bidder shall sign the Form of Agreement and return it to the Employer, together with the required performance security.

38.2 Within 30 days of issuance of the notification of award, the Employer shall sign the Form of Agreement as received from the contractor, unless there is an Administrative Review Request .

### **39 CONTRACT EFFECTIVENESS**

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

### **40 EXECUTION OF WORKS**

40.1 The work execution will be carried out based on the documents as listed below.

- a. Conditions of Contract Part I: General Conditions of Contract
- b. Conditions of Contract Part II (Conditions of Particular Application)
- c. Road Maintenance Manual.
- d. Standard Specifications
- e. Special Specifications
- f. Supervision and Contract Evaluation Manual
- g. Bills of Quantities

**SECTION 3: APPENDIX TO INSTRUCTION TO TENDERERS**

**TABLE 1: PRE- QUALIFICATION CHECKLIST FOR COMPLETENESS AND RESPONSIVENESS**

S/No.	Completeness and Responsiveness Criteria	References	Requirement
1.	Form of Bid	Section 4 Clause 20.2	- Amount must be indicated - Duly filled, signed and stamped
2.	Appendix to Form of Bid	Clause 20.2 Section 5	- Duly signed and stamped
3.	Bid Security	Section 6 Clause 16/17	- Unconditional bank guarantee - In the format provided with all conditions
4.	Confidential Business Questionnaire	Section 8; Schedule 1	- Duly filled and signed - Provide all required information
5.	Form of Power of Attorney	Section 8; Schedule 2 Clause 5.1(a)	- Duly filled and signed - Provide copies of National Identification card or Passport.
6.	Tax Compliance Certificate	Employer's notice	- Copy of Tax Compliance Certificate - Valid
7.	Registration with National Construction Authority	Employer's notice Item 1.4 of QC	- Category 1 and 2 - Copy of certificate Certified by Commissioner of Oaths
8.	Certificate of Incorporation	Employer's notice Item 1.4 of QC	- Certified copy of certificate - <b>Certified by Commissioner of Oaths</b>
9.	Certificate of Incorporation	Employer's notice Item 1.4 of QC	- Certified Copy of certificate - <b>Certified by Commissioner of Oaths</b>
10.	Priced Bill of Quantities	Clause 14.1 Section 15	- Fill all rates, prices and amounts - Any alteration must countersigned
11.	Eligibility	Section 8; Schedule 1 Clause 4.1/4.2	- Bidder to bid for only One (1) bids per Tender Notice - Copies of National ID or passport for all directors - <b>Certified copy of Form CR12 (Certified by Commissioner of Oaths)</b>
12.	Conflict of interest	Section 8; Schedule 1 Clause 4.2	- to state explicitly
13.	Debarment	Section 8; Schedule 11 Item 1.3 of QC	- Duly filled and signed
14.	Pending Litigation	Item 2.2 of QC	- Provide <b>Current</b> Sworn Affidavit taken within the last three (3) months
15.	Litigation History	Section 8; Schedule 9	- Fill in information and sign
16.	History of Non performance	Section 8; Schedule 6 Item 2.1 of QC	- Fill information on non-completed works

17.	Certificate of Tenderers Visit to Site	Clause 8.1/8.3 Section 8; Schedule 3	-Attend pre-bid meeting/visit with ID/Passports& introduction letter from the company - Bidders to sign public attendance register - Certificate must be signed by the Employer's
18.	Schedule of Major Items of Plant	Item 9 of QC Section 8; Schedule 4	- Duly filled and signed
19.	Schedule of Key Personnel	Item 6 of QC Section 8; Schedule 5	- Duly filled and signed
20.	Roadwork Completed Satisfactorily	Item 4 of QC Section 8; Schedule 6	- Duly filled and signed
21.	Schedule of Ongoing Projects	Item 5.1 of QC Section 8; Schedule 7	- Duly filled and signed
22.	Schedule of other Supplementary Information / Financial Standings	Item 5.1 of QC Section 8; Schedule 9	- Tender Completed in whole without alteration or omission All documents to be duly filled and signed
	Copy of Bid Document	Clause 20.1	- Replica of the original
REMARKS		Clause 13.1/20.2	- Bid document to be complete, properly filled

**Key:** QC – Qualification Criteria

**TABLE 2: POST- QUALIFICATION SCORE**

ITEM	DESCRIPTION			POINT SCALE	SCORE
<b>1</b>	<b>FINANCIAL CAPACITY</b>			<b>Max 24</b>	
	A	Audited Statements		0-6	
	B	Line of credit		0-5	
	C	Bank statement (Last six months to the date of tender)		0-5	
	D	Turnover		0-8	
<b>2</b>	<b>EXPERIENCE</b>			<b>Max 17</b>	
		General Experience		0-4	
		Specific (local) experience in related works		0-13	
<b>3</b>	<b>CURRENT COMMITMENTS</b>			<b>Max 4</b>	
		On-going works		0-4	
<b>4</b>	<b>KEY PERSONNEL</b>			<b>Max 20</b>	
	Site Agent (Max 12marks)	Registration	Registered Engineer	8	
		Qualification	Degree	4	
			HND	4	
			Diploma	2	
			Certificate	1	
		Relevant experience	15 years and above	4	
	7-14years		3		

ITEM	DESCRIPTION			POINT SCALE	SCORE
				3-6 years	2
				0-3years	1
		Surveyor (Max 4marks)	Qualification	Degree	2
				HND	1.5
				Diploma	1
				Certificate	0.5
			Relevant experience	15 years and above	2
				7-14years	1.5
				3-6 years	1
				0-3years	0.5
		Foreman (Max 4marks)	Qualification	Degree	1.5
				HND	1.5
				Diploma	1
				Certificate	1
			Relevant experience	15 years and above	2.5
				7-14years	2
				3-6 years	1.5
				0-3years	1
<b>5</b>		<b>PLANT AND EQUIPMENT</b>			<b>Max 17</b>
		Relevant Equipment	Owned (Max 17marks)		0-17
			50% Owned, 50% Leased (Max 15marks)		0-15
			100% Leased (Max 10marks)		0-10
<b>6</b>		<b>WORK METHODOLOGY</b>			<b>Max16</b>
			Program of works		0-3
			Detailed Methodology		0-8
			Proposed Equipment Scheduling/Work statement.		0-3
			Methodology on safety during the construction period.		0-2
<b>7</b>		<b>LITIGATION HISTORY</b>			<b>Max 2</b>
		With or without Litigation			0 or 2;
		<b>TOTAL</b>			<b>MAX 100</b>

*Mandera County Government will verify information submitted. Any form of forgery or misinformation from the bidder shall lead to cancellation of the bid/award, institution of legal proceedings and recommendation for debarment and blacklisting for all future Mandera County Government contracts.*

**Signature of Tenderer..... Date .....**

**SECTION 4: 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 CONSTRUCTION OF 70M NORMAL DRIFT AT SHIMBIR FATHUMA-BURMAYO ROAD**

TO: The County Chief Officer,  
Ministry of Roads, Public Works & Transport  
Mandera County Government,  
P.O. Box 13 -70300,  
MANDERA-KENYA

Sir,

1. Having examined the Conditions of Contract, Specifications, Bill 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 Bill 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 Fourteen(14) 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 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 tender 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 tendered.

Dated this ..... Day of ..... 20 .....

Signature.....in the capacity of .....

Duly authorized to sign bids on behalf of (Name of Tenderer) .....

.....

(Address of Tenderer).....

(Name of Witness).....

(Signature of Witness).....

(Address of Witness).....

(Occupation of Witness).....

**SECTION 5: APPENDIX TO FORM OF BID**

**APPENDIX TO FORM OF BID**  
**(This appendix forms part of the bid)**

<b>CONDITIONS OF CONTRACT</b>	<b>CLAUSE</b>	<b>AMOUNT</b>
Bid Security (Bank Guarantee Only)		200,000 in the form of Unconditional Bank Guarantee
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	5 per cent of Tender Sum in the form of Unconditional Bank Guarantee
Program to be submitted	14.1	Not later than 14 (Fourteen) 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
Minimum amount of Third Party Insurance	23.2	0.3% of the Contract Price
Period for commencement, from Engineer's order to commence	41.1	14 days
Time for completion	43.1	9 (Nine) months
Amount of liquidated damages	47.1	0.05% of Contract Value per day
Limit of liquidated damages	47.1	5% of Contract Value
Defects Liability period	49.1	6 (Six) Months
Percentage of Retention	60.3	5% of Interim Payment Certificate
Limit of Retention Money	60.3	5% of Contract Price
Minimum amount of interim certificates	60.2	Kshs. 15,000,000
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 Adjudicator	67.3	The Chartered Institute of Arbitrators (Kenya)
Notice to Employer and Engineer	68.2	The Employers address is: The County Chief Officer, Ministry of Roads, Public Works & Transport Mandera County Government, P.O. Box 13 -70300, <u>MANDERA-KENYA</u>  The Engineer's address is: County Civil Engineer, Mandera County P.O. Box 13 -70300, <u>MANDERA-KENYA</u>

**Signature of Tenderer..... Date .....**

**SECTION 6: FORM OF BID SECURITY**

**TENDER BANK GUARANTEE**

Note: The bidder shall complete 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*].

.....  
.....

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

.....for the

**PROPOSED CONSTRUCTION OF 70M NORMAL DRIFT AT SHIMBIR FATHUMA-BURMAYO ROAD.**

, hereinafter called “the bid”

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

.....  
.....

of [*Name of Country*]

.....

having our registered offices at

.....

(hereinafter called the Bank) are bound unto the County Chief Officer-Ministry of Roads, Public Works & Transport, Mandera County Government (hereinafter called “the Employer”) in the sum of

(in words Kshs).....

.....

(In figures Kshs).....

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

SEALED with the common Seal of the said Bank this ..... day of 20.....

THE CONDITIONS of this obligation are:

If the bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form; or

If the Bidder refuses to accept the correction of errors in his bid; or

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 Tenderers 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 thirty 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.

SIGNATURE AND SEAL OF THE BANK.....

NAME OF SIGNATORY .....DATE.....

NAME OF THE WITNESS .....

SIGNATURE OF THE WITNESS ..... DATE .....

ADDRESS OF THE WITNESS .....

**SECTION 7: QUALIFICATION CRITERIA**

## **SECTION 7:QUALIFICATION 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**

<b>1. Eligibility.....</b>	<b>.....</b>
<b>2. Historical Contract Non-Performance .....</b>	<b>.....</b>
<b>3. Financial Situation.....</b>	<b>.....</b>
<b>4. Experience.....</b>	<b>.....</b>
<b>5. Current Commitments.....</b>	<b>.....</b>
<b>6. Site Staff.....</b>	<b>.....</b>
<b>7Schedule Of The Major Items Of Plant To Be Used On The Proposed Contract.....</b>	<b>.....</b>

Qualification Criteria		Compliance Requirement	Documentation	
No.	Subject	Requirement	Bidder	Submission Requirements
<b>1. Eligibility</b>				
1.1	Eligibility	Nationality in accordance with Sub-Clause 4.1.	Must meet requirement	Section 8, Schedule 1
1.2	Conflict of Interest	No conflicts of interest in Sub-Clause 4.2.	Must meet requirement	Section 8, Schedule 1
1.3	Debarment	Not having been declared ineligible by the Employer, as described in Sub-Clause 4.3.  Must fill the Declaration form	Must meet requirement	Section 8, Schedule 11
1.4	Incorporation & Registration	Pursuant to sub-clause 4.1 the following shall be provided; - Copy of Certificate of incorporation certified by a Commissioner of Oaths or issuing authority to show that the applicant is a registered company and legally authorized to do business in Kenya - Proof of registration with the National Construction Authority in Class <b>required</b> as Roads/bridges Contractor	Must meet requirement	Section 8, Schedule 1
<b>2. Historical Contract Non-Performance</b>				
2.1	History of Non-Performing Contracts	Nonperformance of a contract did not occur within the last Three (3) years prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to	Must meet requirement	Section 8, Schedule 6

Qualification Criteria			Compliance Requirement	Documentation
No.	Subject	Requirement	Bidder	Submission Requirements
		the applicant have been exhausted.		
2.2	Pending Litigation	All pending litigation shall in total not represent more than fifty percent (50%)] of the Applicant's net worth and shall be treated as resolved against the Applicant.	Score <ul style="list-style-type: none"> <li>• 0 - 2 Marks</li> </ul>	Section 8, Schedule 9
<b>3. Financial Situation</b>				
3.1	Financial Performance	(a) Submission of audited balance sheets and other financial statements acceptable to the Employer, for the last three [3] years to demonstrate:  (b) A reliable line of credit and/or capacity to have a cash flow equivalent to 20% of the tender sum  (c) Bank statements for six (6) months up to date of tender opening	(a) Score <ul style="list-style-type: none"> <li>• 0 – 6 Marks</li> </ul> (b) Score <ul style="list-style-type: none"> <li>• 0 – 5 Marks</li> </ul> (c) Score <ul style="list-style-type: none"> <li>• 0 – 5 Marks</li> </ul>	Section 7, Schedule 8  (a) All pages must be initialized and stamped by both a practicing Auditor registered with ICPAK and one of the Directors. Auditor's practicing membership number from ICPAK must be indicated.  (b) All pages must be initialized and stamped by the issuing bank
3.2	Average Annual Construction Turnover	(e) Average annual construction turnover of KShs. 30 Million [Thirty Million], calculated as total certified payments received for contracts in progress or completed, within the last two [(2)] years	(e) Score <ul style="list-style-type: none"> <li>• 0 – 8 Marks</li> </ul>	Section 7, Schedule 8

4.1(a)	General Construction Experience	Experience under construction contracts in the role as a main contractor or subcontractor for at least the last Three [3] years prior to the applications submission deadline. Grading shall be based on general projects handled. Five projects and above earns maximum points and prorated downwards.	Score • 0 – 4 Marks	Section 8, Schedule 6
4.1(b)	Specific/local Construction Experience	Participation as a roads contractor, management contractor or subcontractor, in at least three (3) local contracts each with a value of at least KShs. 20 Million (Twenty million), successfully and substantially completed. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics.	Score • 0-13 Marks	Section 8, Schedule 6
4.2	Work Methodology	Submission work methodology in accordance with sub-clause 5.3 <ul style="list-style-type: none"> <li>• A detailed resource based program of works</li> <li>• Work Methodology detailing ways of execution of the works</li> <li>• Equipment scheduling methodology for the different various activities</li> <li>• Methodology on safety observation during construction works</li> </ul>	Score  <ul style="list-style-type: none"> <li>• 0-3 Marks</li> <li>• 0-8 Marks</li> <li>• 0-3 Marks</li> <li>• 0-2 Marks</li> </ul>	Section 8, Schedule 10

### 5. Current Commitments

5.1	On-going contracts	The total value of outstanding works on the on-going contracts should not exceed the average annual turnover for the last two years. An ongoing project with <b>MCG</b> loses two marks	Score • 0 -4 Marks	Section 8, Schedule 7
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Qualification Criteria		Compliance Requirement	Documentation
No.	Subject	Requirement	Bidder Submission Requirements

### 6. Site Staff

		The site staff shall possess minimum levels set below <b><i>NB: Attachment of CVs and certified copies of Annual Practicing Licenses (for Engineers) and Academic Certificates for all staff is mandatory;</i></b>		
		The site staff shall possess minimum levels of qualifications set below;	Score • 20 Marks	Section 8, Schedule 5

KEY PERSONNEL				Max 20
Site Agent (Max 12 marks)	Registration Qualification	Registered Engineer		8
		Degree		4
		HND		3
		Diploma		2
	Relevant experience	Certificate		1
		15 years and above		4
		7-14years		3
		3-6 years		2
Surveyor (Max 4marks)	Qualification	0-3years		1
		Degree		2
		HND		1.5
		Diploma		1
	Relevant experience	Certificate		0.5
		15 years and above		2
		7-14years		1.5
		3-6 years		1
Foreman (Max 4marks)	Qualification	0-3years		0.5
		Degree		1.5
		HND		1.5

				Diploma	1	
				Certificate	1	
			Relevant experience	15 years and above	2.5	
				7-14years	2	
				3-6 years	1.5	
				0-3years	1	

**7 Schedule Of The Major Items Of Plant To Be Used On The Proposed Contract.**

The Bidder must indicate the core plant and equipment considered by the company to be necessary for undertaking the project together with proof ownership or lease arrangements (\*Mandatory minimum number of equipment required by the Employer for the execution of the project that the bidder must make available for the Contract). The 17marks can be redistributed accordingly as per equipment needs.

		*Minimum Number Required for the Contract Execution	Maximum Score	No of Equipment Owned by the Bidder	No. of equipment to be hired/ purchased by the Bidder	No. of equipment to be made available for the Contract by the Bidder

			<b>17 Marks</b>			
A	<b>Bituminous Plants (Where applicable)</b>	0	0			
	Bitumen Pressure distributor	0	0			
	Asphalt concrete paver	<u>0</u>	<u>0</u>			
B	<b>Subtotal for A</b>					
	<b>Compactors (Where applicable)</b>	0	0			
C	Vibrating compaction plate 300 mm wide	1	1			
	Vibrating compaction plate 600 mm wide	<u>1</u>	<u>1</u>			
	<b>Subtotal for B</b>	1	1			
D	<b>Concrete Equipment (Where applicable)</b>	1	1			
	Mobile concrete mixers	<u>2</u>	<u>2</u>			
	Concrete vibrators					
	<b>Subtotal for C</b>	0				
	<b>Transport (Tippers, dumpers, water tankers)</b>	1		(Each 1mark to a max. of 4marks)		
	4X2 tippers payload 7 – 12 tonnes	1				
	6X4 tippers payload 16 – 20 tonnes	1			<b>3</b>	
	8X4 tippers payload 16 – 20 tonnes	<u>3</u>			2	
	Flat bed lorries	2			<u>2</u>	
	<b>Subtotal for D – tippers &amp; dumpers</b>	<u>2</u>				
	Water tankers (18,000 – 20,000 litres capacity)					
	<b>Subtotal for D</b>					

Item No.	Equipment Details	*Minimum Number Required for the Contract Execution	Maximum Score	No of Equipment Owned by the Bidder	No. of equipment to be hired/ purchased by the Bidder	No. of equipment to be made available for the Contract by the Bidder
E	<b>Earth – Moving Equipment</b> Wheeled loaders	2	2			
	Motor graders (93 -	3	3			
	205kW) Trench excavator	1	1			
F	<b>Subtotal for E</b>	<b>6</b>	<b>6</b>			
	<b>Excavators</b> Hydraulic crawler mounted (7 – 10 tonnes) – 0.25 – 0.4 m3 SAE bucket.  Hydraulic crawler mounted (10 – 16 tonnes) – 0.40 – 0.60 m3 SAE bucket.  Hydraulic wheel mounted (7 – 10 tonnes) – 0.25 – 0.4 m3 SAE bucket.  Hydraulic wheel mounted (10 – 16 tonnes) – 0.40 – 0.6 m3 SAE bucket.		(Any gets 1 mark)			
G	Hydraulic wheel mounted backloader (7 – 10 tonnes) – 0.25 – 0.4 m3 SAE bucket.	<b>1</b>	<b>1</b>			
	<b>Subtotal for F</b>	2	2			
	<b>Rollers</b>	0	0			
	Self-propelled single drum vibrating (various types)	Optional				

**(Bidders must provide proof of ownership or lease arrangements for all plants and equipments)**

We hereby certify that notwithstanding the list of plant and equipment detailed above, we will provide sufficient, suitable and adequate plant in good working order for the successful completion of works

.....  
(Signature of Contractor)

.....  
(Date)

**SECTION 8: SCHEDULES OF SUPPLEMENTARY INFORMATION**

**SECTION 8: SCHEDULES OF SUPPLEMENTARY INFORMATION**

**SCHEDULE 1: CONFIDENTIAL BUSINESS QUESTIONNAIRE**

**SCHEDULE 2: FORM OF WRITTEN POWER OF ATTORNEY**

**SCHEDULE 3: CERTIFICATE OF BIDDER'S VISIT TO SITE**

**SCHEDULE 4: MAJOR ITEMS OF CONSTRUCTION PLANT ANDEQUIPMENT**

**SCHEDULE 5: KEY PERSONNEL**

**SCHEDULE 6: SCHEDULE OF ROADWORKS CARRIED OUT IN LAST 3 YEARS**

**SCHEDULE 7: SCHEDULE OF ONGOING PROJECTS**

**SCHEDULE 8: FINANCIAL STANDING**

**SCHEDULE 9: OTHER SUPPLEMENTARY INFORMATION**

**SCHEDULE 10: WORK METHODOLOGY**

## **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.....

Nationality .....Country 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.....			



**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 sign the document and 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.

\*Both representative and alternate **must** attach copy of National Identification card or Passport.

**SCHEDULE 3: CERTIFICATE OF BIDDER'S VISIT TO SITE**

This is to certify that

[Name/s].....

.....

Being the authorized representative/Agent of [Name of bidder]

.....

.....

participated in the organised inspection visit of the site of the works for the

**PROPOSED CONSTRUCTION OF 70M NORMAL DRIFT  
AT SHIMBIR FATHUMA-BURMAYO ROAD**

held on.....day of.....20.....

Signed.....

(Employer's Representative)

.....

.....  
(Name of Employer's Representative)

.....  
(Designation)

NOTE: This form is to be completed at the time of the organized site visit.

**SCHEDULE 4: MAJOR ITEMS OF CONSTRUCTION PLANT AND EQUIPMENT**

Date of Arrival on Project (Days after commence)	
Power Rating	
Owned/ Leased/ Imported	
Source	
Estimated CIF Mombasa Value (If to be Imported)	
Capacity t or m <sup>3</sup>	
New or Used	
Year of Manufacture	
No. of each	
Description Type, Model, Make	

The Bidder shall enter in this schedule all major items of plant and equipment which he proposes to bring to site. Only reliable plant in good working order and suitable for the work required of it shall be shown on this Schedule. Summary of the same shall be entered in Section 5: Qualification Criteria, Part 7.

I certify that the above information is correct.

.....  
(Signature of Bidder)

.....  
(Date)

**SCHEDULE 5: KEY PERSONNEL**

Designation	Name	Nationality	Summary Of Qualifications And Experience		
			Qualifications	General Experience (Yrs)	Specific Experience (Yrs)
<b>Headquarters</b>  Partner/Director or other key staff (give designation)					
<b>Site Office</b>  Site Agent  Site  Surveyor  Foreman					

**Note:** The Bidder shall list in this schedule the key personnel he will employ from the Contractor’s headquarters and from the Contractor’s site office to direct and execute the work together with their qualifications, experience, position held and nationality in accordance with Clause 15.2 and 16.3 of the Conditions of Contract Part II (where required, use separate sheets to add extra data for column 4). Bidders shall attach certified copies of academic certificates, and CVs of all key staff.

I certify that the above information is correct.

.....  
(Signature of Bidder)

.....  
(Date)

**SCHEDULE 6: SCHEDULE OF ROADWORKS CARRIED OUT BY THE BIDER IN THE LAST THREE YEARS**

**SCHEDULE 6A: COMPLETED WORKS**

DESCRIPTION OF WORKS	NAME OF CLIENT	VALUE OF WORKS (KSHS) *	YEAR COMPLETED/ REMARKS

**Note:** Bidders shall attach certified copies of letters of award (for each listed project), certified copies of completion certificates.

I certify that the above works were successfully carried out by this Bidder.

.....  
(Signature of Bidder)

.....  
(Date)

**\* Value in KShs using Central Bank of Kenya mean exchange rate at a reference date 7 days before date of BID opening**

**SCHEDULE 6B: NON-COMPLETED WORKS BEYOND COMPLETION DATE**

DESCRIPTION OF WORKS	NAME OF CLIENT	VALUE OF WORKS (KSHS)	YEAR COMPLETED/ REMARKS

**Note:** Bidders shall attach certified copies of letters of award (for each listed project), certified evidence for executed works for non-completed projects e.g. copy of recent payment certificate.

I certify that the above works were successfully carried out by this Bidder.

.....  
(Signature of Bidder)

.....  
(Date)

\* Value in KShs using Central Bank of Kenya mean exchange rate at a reference date 7 days before date of BID opening

**SCHEDULE 7: SCHEDULE OF ONGOING PROJECTS**

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

**Note:** 1. Bidders shall attach certified copies of letters of award (for each listed project) and any certified evidence for executed works e.g. copy of recent payment certificate.

2. Bidders must indicate all their on-going works as at the time of bidding. Any non-disclosure shall constitute non-responsiveness)

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

.....  
(Signature of Bidder)

.....  
(Date)

**SCHEDULE 8: FINANCIAL STANDING**

- 1 Submit copies of audited profit and loss statements, balance sheet and Cash flow statements for the last two calendar years and estimated projection for the next two years with certified English translation where appropriate. These must be signed by Certified Public Accountant recognized by ICPAK and at least one Director.
- 2 Give turnover figures for each of the last two (2) financial years. Quote in millions and decimal thereof.

	Year 2013	Year 2014
	Ksh. '000,000	Ksh. '000,000
Road works		
Other civil Engineering works		
Other (specify)		
Total		

**SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST TWO (2) FINANCIAL YEARS.**

	Year 2013	Year 2014
	KShs.	KShs.
1. Total Assets		
2. Current Assets		
3. Bank Credit Line Value		
4. Total Liabilities		
5. Current Liabilities		
6. Net Worth (1-4)		
7. Working capital (2+3-5)		

- (a) Name/Address of Commercial Bank providing credit line

.....  
 .....

- (b) Total amount of credit line KShs.....

Attach certified copies of financial bank statements of the last two years.

Attach a certified copy of Undertaking of the Bank to providing the credit.

**SCHEDULE 9: OTHER SUPPLEMENTARY INFORMATION**

Financial reports for the last two years, balance sheets, profit and loss statements, auditors' reports etc. List them below and attach copies.

.....  
.....  
.....

Evidence of access to financial resources to meet the qualification requirements. Cash in hand, lines of credit etc. List below and attach copies of supporting documents. Must submit Bank statements for the last six months, signed and stamped by the issuing bank.

.....  
.....  
.....

Name, address, telephone, telex, fax numbers of the Bidders Bankers who may provide reference if contacted by the Contracting Authority.

.....  
.....  
.....

Information on current litigation in which the Bidder is involved.

OTHER PARTY (IES)	CAUSE OF DISPUTE	AMOUNT INVOLVED (KSHS)

I certify that the above information is correct.

.....  
Date

.....  
Signature Of Bidder

## **SCHEDULE 10: 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 three (3) pages (typed, font 12 and single spaced). The key areas to be described include program of works; a detailed methodology of executing the works and proposed equipment scheduling/Work statement and a methodology on safety during the construction period.



**SECTION 9: CONDITIONS OF CONTRACT**

**SECTION 9A      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 9B: 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 **Mandera County Government**, represented by **The County Chief Officer- Roads, Public Works & Transport-Mandera County Government**.
- (ii) The “**Engineer**” is the **County Civil Engineer- Mandera County** .
- (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
- (f) The works specified under this Contract shall be executed, supervised and evaluated in accordance to the Contract Supervision and Evaluation Manual developed by the Ministry of Roads – Version 2012

### **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 21 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 Engineers 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 Defects Liability 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 roadworks 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 road and progress continuously towards the other

without leaving any isolated section or sections of uncompleted road 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 (1<sup>st</sup> May)
- Madaraka Day (1<sup>st</sup> June)
- IddUIFitr
- Mashujaa Day (20<sup>th</sup> October)
- Jamhuri day (12<sup>th</sup> December)
- Christmas Day (25<sup>th</sup> December)
- Boxing day (26<sup>th</sup> December)

The Contractor shall also allow per calendar year for a further 2 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- CASHFLOW 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 AUTHORISED 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 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:

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.

The key staff listed below must have academic qualifications from government-recognized institutions or equivalent institutions of the levels set out in Section 5, Part 6.

- Site Agent
- Site Surveyor
- Foremen

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-Claus 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 subclause 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 favorable than those required by the latest Regulation of Wages (Building and Construction Industry) Order as of 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 Department 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 favorable 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 Permanent Secretary for the Ministry of Transport and Infrastructure 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 employ at the time of the acceptance of the BID shall be recruited by the Contractor from the Labour Exchange or 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 Dayworks 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 Dayworks order from the Engineer undertake the necessary steps for due execution such work. Prior to commencement of any work to be done on a Dayworks basis, the Contractor shall give an advance notice to the Engineer stating the exact time of such commencement.

#### SUBCLAUSE 54.1 – CONTRACTOR’S 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 – OMISSIONS 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 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 90 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 Engineers 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 45 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.

#### 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.

Any further sums which the Contractor considers to be due; and

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;

The final value of all work done in accordance with the Contract;

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:

The final value of all work done in accordance with the Contract;

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.
- (i) In the case of the Final Payment Certificate pursuant to Subclause 60.8, within the time stated in the Appendix to Form Of Bid, after the Engineer has signed the Final Payment Certificate.
- (ii) 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 Base Lending Rate of three leading banks namely Kenya Commercial Bank, Standard Chartered Bank and Barclays Bank for the time being or as shall be the case from the time to time obtained from the Central Bank of Kenya. The provisions of this subclause 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 Advance payment

shall not be offered in this Contract. 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.

No credit shall be given unless the following conditions shall have been met to the Engineers satisfaction

The materials are in accordance with the specifications for the works;

The materials have been delivered to site and are properly stored and protected against

loss, damage or deterioration;

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;

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;

The materials are to be used within a reasonable time.

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;

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.

#### SUBCLAUSE 67.1 – ENGINEER'S DECISION

Delete the entire subclause 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 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 subclause 67.2 and add the

following;

“Where notice to of intention to commence adjudication as to a dispute has been in accordance with subclause 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 – ADJUDICATION

Delete the entire subclause 67.3 and add the following;

“The Adjudicator shall be appointed by the Chartered Institute of Arbitrators (Kenya) unless the appointment is agreed by the parties within 7 (seven) days of the notice to adjudication.

The adjudication process shall be conducted according to the Laws of Kenya and the Rules of the Chartered Institute of Arbitrators (Kenya).”

#### SUBCLAUSE 67.3 – ARBITRATION

Delete the entire subclause 67.3 and add the following;

“Any dispute in respect of which:

The decision, if any, of the Adjudicator has not become final and binding pursuant to subclause 67.1, and

Amicable settlement has not been reached within the period stated in subclause 67.2, shall be finally settled, under the Laws of Kenya and the Arbitration Rules of the Chartered Institute of Arbitrators (Kenya Branch) by one or more arbitrators appointed by the Chartered

Institute of Arbitrators (Kenya Branch).

Neither party shall be limited in the in the proceedings before such arbitrator/s to the evidence or arguments put before the Adjudicator for the purpose of obtaining his said decision pursuant to subclause 67.1.

Arbitration may be commenced prior to or after completion of the works, provided that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works.

#### 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".

- a. The Employer's address is:  
The County Chief Officer,  
Ministry of Roads, Public Works & Transport  
Mandera County Government,  
P.O. Box 13 -70300,  
MANDERA-KENYA  
.
  
- b. The Engineer's address is:  
County Civil Engineer,  
Mandera County Government ,  
P.O. Box 13-70300,  
MANDERA-KENYA.

SUBCLAUSE 68.4 – 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 Sub-Clause 69.1 (c)

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 Sub clause 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.”

#### CLAUSE 70 – CHANGES IN COST AND LEGISLATION

There shall be no claims of payments for Variation of Prices (VOP) or changes in cost for legislation.

#### CLAUSE 72 – RATES OF EXCHANGE COST

Delete clause 72 in its entirety and substitute the following:

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 Mandera County Government 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 Mandera County Government 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 Mandera County Government

(b) Enter into this or any other contract with the Mandera County Government 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 Mandera County Government 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 either 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

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 10: FORM OF AGREEMENT**

**PERIODICSECTION 10: FORM OF AGREEMENT**

THIS AGREEMENT is made on the ..... day of ..... 20 ..... between **THE MANDERA COUNTY GOVERNMENT** of **P. O. Box 13-70300 MANDERA-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 CONSTRUCTION OF 70M NORMAL DRIFT AT SHIMBIR FATHUMA-BURMAYO ROAD..**

and has accepted a Bid by the Contractor for the execution completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

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.

The following document shall be deemed to form and be read and construed as part of this Agreement, viz.:

- The said BID dated .....
- The Conditions of Contract
- The Standard and Special Specification
- The Priced Bill of Quantities
- The Letter of Acceptance
- Schedules of Supplementary Information
- The Drawings
- Other documents as may be agreed and listed

All aforesaid documents are hereinafter referred to as "The Contract".

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 SEALED/STAMPED AND DELIVERED

By the said Employer: .....  
**(County Chief Officer-Ministry Of Roads, Public Works & Transport  
Mandera County Government)**

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 11: FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

**SECTION 11: FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

TO: The County Chief Officer,  
Ministry of Roads, Public Works & Transport  
Mandera County Government,  
P.O. Box 13 -70300,  
MANDERA-KENYA

WHEREAS ..... (hereinafter called  
“the Contractor”)  
has undertaken in pursuance of Contract No. ....Dated  
.....to execute the

**PROPOSED CONSTRUCTION OF 70M NORMAL DRIFT AT SHIMBIR  
FATHUMA-BURMAYO 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 Defects Liability Certificate.

AUTHORIZED SIGNATURE OF THE BANK

.....

Name of Signatory.....

Name of bank.....

Address..... Date .....

## **SECTION 12: ROAD MAINTENANCE MANUAL**

### **SECTION 12: ROAD MAINTENANCE MANUAL**

The Manual refers to the Ministry of Roads 'Road Maintenance Manual, May 2010 Edition'.

## **SECTION 13: STANDARD SPECIFICATIONS**

### **SECTION 13: STANDARD SPECIFICATIONS**

Standard Specifications refers to the Standard Specifications for Road and Bridge Construction, 1986 Edition.

## **SECTION 14: SPECIAL SPECIFICATIONS**

### **SECTION 14: SPECIAL SPECIFICATIONS**

#### **TABLE OF CONTENTS**

##### **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 OF CONTRACT**

The Project is located in Mandera County. Along the Shimbir Fathuma-Burmayo Road at the crossing point of Lag Sure.

Construction *70M Normal Drift*. Any other works are as instructed by the engineer

#### **103 EXTENT OF CONTRACT**

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

- (a) General office administration & overheads/ Preliminaries
- (b) Site Clearance
- (c) Earthwork
- (d) Excavation and filling for structures
- (e) Culvert and Drainage works
- (f) Passage of Traffic
- (g) Natural gravel Wearing Course.
- (h) Any other works as instructed by the Engineer

Any other activity not listed above in either category but deemed to be necessary by the Engineer, shall be subject to the Engineer's formal instructions within the mode of payment stipulated either by day works or on a measured basis.

**104                    PROGRAMME OF EXECUTION OF THE WORKS**

The contractor shall provide the works programme, required under clause 14 of the Conditions of Contract, within 14 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 under clause 48 of the conditions of Contract shall be the whole length of the road 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.

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.

**120 PROTECTION OF EXISTING WORKS AND SERVICES**

The Contractor shall acquaint himself with the position of all existing services such as sewers, water drains, cables for electricity and telephone, lighting and telephone poles, water mains, etc., before commencing any excavation or other work likely to affect the existing services.

The cost of all plant, equipment and materials, labour, technical and professional staff, transport and the like necessary for determining the locations of existing services, including the making good of any damage caused to such services all to the satisfaction of the Engineer, shall be deemed to be included in the tender rates. No other payment shall be made for the costs of such operations, nor for the making good of damage caused thereby to the existing services.

The Contractor shall be held responsible for injury to existing structures, works or services and shall indemnify and keep indemnified the Employer against any claims in this respect (including consequential damages).

**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 therefrom. 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 two (2) publicity signs on the site as directed. The Engineer shall, as shown in the Drawings, direct the minimum dimensions and thickness of the steel framework and sheet. The framework and sheet shall be prepared and painted black, while the ring at the top of the supporting frames shall be painted white. The wordings and County logo shall be printed on backlit sticker paper resistant to the effects of weather using reflectorized paint or material approved by the Engineer. The colors, fonts and heights of the letters shall be as indicated on the attached drawings and as directed by the Engineer.

**132 OFFICE FOR THE RESIDENT ENGINEER, SURVEY EQUIPMENT AND FURNITURE (Where applicable)**

**132.1 ENGINEER’S REPRESENTATIVE OFFICE**

The contractor shall for the duration of the Contract, furnish and equip Resident Engineer’s offices at a location to be indicated.

A telephone shall also be provided for the Resident Engineer’s office for his exclusive use. All the charges and fees related to the installation and maintenance of the telephone shall be deemed to have been included in the rates for providing and maintaining the Office. The Contractor will be reimbursed, separately, the cost of operating the phone under appropriate bill item in the BoQ.

The offices shall be provided with day and night watchmen and security lights, the cost of which shall be deemed to have been included in the rates for the offices.

The Contractor may be instructed by the Engineer under clause 58 of the General Conditions of Contract to make payments of general receipted accounts for such items as stationery, stores, furniture and equipment, claims and allowances for supervision personnel and any miscellaneous claims or the Engineer may direct the Contractor to purchase or pay for the above. The Contractor will, on provision of receipts, be paid under appropriate bill items in the BoQ.

The Contractor, when instructed, shall provide and install at the Engineer’s office the Equipment specified below with a dealer’s certificate and warranty:

a) **Photocopying Machine** 1No.  
Speed 15-17 copies per minute  
Paper size A6 – A3  
Recommended monthly volume 6000 copies  
Type: Desktop  
Paper feed - 250 sheets – Cassette – Stacks by pass

(b) **Personal Computer (PC)** 3No.

1. Processor Pentium IV— 2.4GHZ or higher  
2. RAM 4GB (minimum)  
4. Hard Disk 500 GB (minimum)

(c) **Laptop** 1No.  
1. Processor Pentium IV— 2.4GHZ or higher  
2. RAM 4GB (minimum)



**LIST OF FURNITURE FOR ENGINEER'S OFFICE**

ITEM	DESCRIPTION	No.
1	Executive office desk	1
2	Executive office chair	1
3	Conference table 10 seater	1
4	Standard office desk 3x2 lockable drawers	2
5	Standard office chairs	2
6	Office desks 3x1 lockable drawers	5
7	Office chairs	10
8	Filing cabinets 6 drawers	2
9	Filing cabinets 4 drawers	4
10	Curtains	As applicable

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 survey equipment to be provided would include:**

1. Engineer's automatic level Wild NAK 2 or similar 2No
2. Total station reading 1'' with tripod and setting on pole with data logger and survey software to match  
  
Total Station Data logger. Include data transfer program, and plotting modes, setting out calculations and Cogo facilities 1No
3. Levelling staff 5m. with levelling bubble Wild GNLE or similar 4No
4. 50m. steel band measuring tape 2No
5. 30m. linen measuring tape 2No.
6. 3m. aluminum straight edge 1No
7. 1m. stainless steel straight edge 1No
8. 100m. steel band tape 2No.
9. Draughtsman's stool 3No.
10. Complete set of highway curves 1No
11. Programmable scientific calculators FX 880P or

equivalent	4No
12. Survey umbrella	2No.
13. Roll of tracing paper	10No
14. Protractor 360	2No
15. Graph paper A3 size	100No
16. Drawing table	2No.
17. Erasing shield	4No.
18. 3m. ranging rods	9No
19. Marker pens	30No.

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 survey and other equipment as listed 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 and/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 paid for as instructed above 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.

### **132.3            COMMUNICATION FOR THE ENGINEER**

#### **(a) Mobile phones**

The Contractor shall provide, connect and maintain mobile phones for the exclusive use by the Engineer for the duration of the contract. The Contractor shall include for the cost of providing the mobile units complete with charger unit, "hands free" headset for each unit, connection to the network and all service charges applicable all as directed by the Engineer. The Contractor shall provide air-time with each mobile phone which shall be paid for under prime cost sum allowed for in the bills of quantities. The mobile telephones shall be WAP enabled with e-mail capabilities and integrated camera of a minimum of 3.0 mega pixels. Payment for these mobiles

and associated costs is included in the Bill of Quantities, and ownership of mobile phones will revert to the Employer after completion of the Works.

**(b) Internet and e-mail services**

Where directed, the contractor shall provide 24 hours terrestrial or wireless internet connectivity with minimum throughput speed of 128kilobytes per second for the exclusive use by the Engineer, including all accessories and Terminal Equipment and pay for all associated installation, maintenance and usage charges throughout the duration of the contract.

The contractor shall allow for the provision and maintenance of internet connectivity and associated costs as per Appendix to item 1.17 of the Bills of Quantities.

**137 ATTENDANCE UPON THE ENGINEER AND HIS STAF**

The costs, for attendance required by this Clause 137, shall be included in the items for maintenance as specified in Clause 135. Additional attendant staff, as required by the Engineer, shall be paid for under Item 1.09 of the Bill of Quantities.

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

In addition to provisions of the Clause 138 of the Standard Specification, the Contractor shall when instructed, provide and maintain in good working condition for the exclusive use of the Engineer and his staff throughout the Contract, the following types and numbers of brand new vehicles(or odometer reading: 0 – 10,000km, as may be specified in the Bills of quantities). The Engineer shall approve the type of vehicles and confirm the number of each type to be provided. The Contractor shall insure the vehicles comprehensively for any licensed drivers and shall provide competent drivers during normal working hours and whenever required by the Engineer. The cost of provision of the vehicle shall be inclusive of the first 4,000 kilometers travelled in any month.

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

**(a) Type 1 Vehicles (Double Cabin 4WD Pick up)**

Type 1 Vehicles should be four Wheel Drive (4WD), with power assisted steering, Double wishbone independent suspension at front axle and rigid axle with leaf springs at rear, diesel propelled engine maximum 2,500 cc. The vehicles should be fitted with other accessories below:

- (a) Spare tyre and wheel jack;
- (b) FM radio and CD player;
- (c) Power Windows;
- (d) Full Air-conditioning;
- (e) Immobilizer and antitheft security system;
- (e) Driver and passenger SRS Airbags;
- (f) Canvas cover over the carrying deck at the back.

At the end of the contract, all type 1 vehicles shall revert to the Contractor.

### **139 MISCELLANEOUS 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 ENVIRONMENTAL PROTECTION (where applicable)**

The Contractor shall comply with the Statutory Regulations in force in Kenya regarding environmental protection and waste disposal, and shall liaise with the National Environmental Management Agency (NEMA).

Within four (4) weeks of the order to commence work, the Contractor shall prepare and submit a specific Environmental Management Plan for the project and his operations, relating to the approved Environmental Impact Assessment. The Environmental Management Plan shall outline potential environmental hazards and risks, and provide an action plan to deal with the hazards, minimise the risks, and mitigate adverse environmental impacts, and include a general decommissioning plan covering all relevant aspects of the project. The Environmental Management Plan shall identify monitoring indicators and reporting requirements.

The Contractor shall be required to submit environmental progress reports to the Engineer every three (3) months.

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) The Contractor shall exercise care to preserve the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage by the Contractor's construction operations and equipment. All unnecessary destruction, scarring, damage or defacing resulting from the Contractor's operations shall be repaired, replanted, reseeded or otherwise corrected as directed by the Engineer, and at the Contractor's expense.
- (b) The Contractor shall ensure that measures are in place to control soil erosion and water pollution, by use of berms, dykes, silt fences, brush barriers, dams, sediment basins, filter mats, netting, gravel, mulches, grasses, slope drains, contour banks, and other erosion control devices and methods. Temporary erosion control provisions shall be coordinated with permanent erosion control features to assure economical, effective and continuous measures throughout the period of the works. The Contractor's attention is drawn to the requirements of Clause 502, in that works need to be progressively finished so that permanent vegetation can establish quickly to mitigate soil erosion and erosion of drains.

- (c) The Contractor shall provide all the labour, equipment, materials, and means required and shall carry out proper and efficient measures wherever and as often as necessary to minimise the dust nuisance.
- (d) The Contractor shall comply with all applicable Kenyan laws, orders and regulations concerning the prevention, control and abatement of excessive noise. Blasting, use of jackhammers, pile driving, rock crushing, or any other activities producing high-intensity impact noise may be performed at night only upon approval of the Engineer.
- (e) Immediately 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.
- (f) Spilling of bitumen fuels Oils and other pollutants shall be cleared up.
- (g) The Contractor's attention is drawn to the requirements of the Standard Specification in regard to the environment and in particular to the following clauses:
  - Clause 115: Construction Generally
  - Clause 116: Protection from Water
  - Clause 136: Removal of Camps
  - Clause 605: Safety and Public Health Requirements Clause
  - Clause 607: Site Clearance and Removal of Topsoil and Overburden
- (h) Payment in respect of this Clause 142 is included as a Lump Sum in the Bill of Quantities. Payment of the Lump Sum will be by equal monthly instalments over the period of the Contract excluding the Period of Maintenance. The total sum of the instalments shall not exceed the Lump Sum, and payment of the monthly instalment will only be made for that month if the Engineer is satisfied that the Contractor has fully complied with the requirements of Clause 142, otherwise the Contractor shall forfeit such instalment.

## SECTION 3 - SETTING OUT & TOLERANCES

301

### SETTING OUT

- a) In addition to the provisions of clause 3.01(a) if the traverse points to be used for the setting out are close to the existing carriageway and interfere with construction works then the Contractor will have to relocate them to a location where they will not be disturbed. The co-ordinates and heights of all traverse points so located shall be listed and provided to the Engineer for checking and/or approval. Contractor shall also monument the new centerline every 200m along straight and all salient points along curves by a pin in the concrete beacon before commencement of any works.

The road reserve boundary posts shall have 12mm diameter steel pins embedded in concrete, 200mm long with 25mm exposed to the air, sticking out from its top surface. This pin shall be co-ordinated and heighted and result of the same shall be provided to the Engineer for approval. Cost of these works shall be included in the rates as no separate item has been provided.

Commencement of the works shall not be permitted until this basic survey data has been provided and approved by the Engineer for at least 2 Kms of the road.

- b) Detailed Setting Out

Reference pegs shall be 50mm by 50mm in section 600mm long driven 400mm firmly into ground and painted white above the ground. The offset from centre line shall be indicated by small nail 20mm to 25mm long with its head driven flush with the top of the peg.

Chainages, offset and reference elevation shall be clearly indicated to the sides of the peg to the satisfaction of the Engineer.

After cutting of benches and prior to commencement of earthworks or subgrade works, Contractor shall take cross-sections again and submit the copy of the same to Engineer for agreement. These cross-sections shall then be used as basis of measurement for all subsequent layers, unless otherwise stated.

## **SECTION 4- SITE CLEARANCE AND TOP SOIL STRIPPING**

### **401 SITE CLEARANCE**

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

### **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.

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

### **601 GENERAL**

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.

### **602 MATERIAL SITES**

The information on possible material sites is given for the general guidance of bidders. Bidders are however advised to conduct their own investigation as the information contained therein is neither guaranteed nor warranted

### **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 utilize 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.

**605 SAFETY AND PUBLIC HEALTH REQUIREMENTS**

In addition to clause 605, the contractor shall allow for professionals to conduct lectures to the workers regarding the spread of HIV/Aids.

**SECTION 7 - EXCAVATION AND FILLING FOR STRUCTURES**

**703 EXCAVATION OF FOUNDATIONS FOR STRUCTURES**

Unless otherwise instructed by the Engineer, all excavated surfaces in material other than hard material, on which foundations for structures shall be placed, shall be compacted to 100% MDD (AASHTO T.99) immediately before structures are constructed.

Paragraph 4, last line: - Replace "95%" with "100%".

**707 BACKFILLING FOR STRUCTURES**

Unless otherwise instructed by the Engineer, all backfilling material shall be compacted to a minimum of 100% MDD (AASHTO T.99).

**709 EXCAVATION FOR RIVER TRAINING AND NEW WATER COURSES**

Payments for river training and establishment of new watercourses shall only be made where such work constitute permanent works. Works done for road deviation or other temporary works shall not qualify for payment.

**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.

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.

In areas where stone pitching has been damaged, the Contractor shall identify such areas and notify the Engineer for his agreement of the extent of the Works required and his approval and instructions to proceed with the Works. Stone Pitching Repair and Reconstruction shall be carried out in accordance with Clause 710 of the Standard Specifications.

The Works shall involve removal of the damaged stone pitching and reconstruction of the said areas in accordance with Clause 710 of the Standard Specifications by use of the sound salvaged material together with any necessary additional material where all such materials shall comply with Section 7 of the Standard Specifications.

Contrary to clause 713 of the standard specifications, the rates inserted for stone pitching shall allow for grouting.

**711 GABIONS**

Where instructed by the Engineer the Contractor will install gabions as protection works to washout areas or bridge Piers and or Abutments. Gabions shall be constructed in accordance with Clause 711 of the Standard Specification.

In cases where existing gabions have been damaged, the Contractor shall identify them and notify the Engineer for his agreement of the extent of the Work required and his approval and instructions to proceed with the Works.

The Works shall involve removal of the damaged gabions / rocks, excavation to the correct levels and grades as directed by the Engineer, and in accordance with Clause 711 of the Standard Specifications and reconstruction with new gabions and other necessary materials as necessary. The damaged gabions shall be recovered and transported to the nearest D.W.O's Yard or M.O. R &P.W Department depot.

**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.

**SECTION 8 - CULVERTS AND DRAINAGE WORKS**

**801 SCOPE OF SECTION**

The operations specified in this section apply to the installation of drainage works and reinstatement and improvement of the same.

In addition, this Section covers: -

- Extending of existing 450mm, 600mm and 900mm diameter pipes to be compatible with the increased road width or access.
- Desilting and cleaning of existing pipes and outfall drains to make them free flowing.

**804 EXCAVATION FOR CULVERTS AND DRAINAGE WORKS**

In the Standard Specifications, make the following amendments: -

- (a) In paragraph 6, line 3, and in paragraph 7, line 5 and in paragraph 11, line 6, delete "95%" and insert "100%".
- (b) Removal of Existing Pipe Culverts

Where instructed by the Engineer, the Contractor shall excavate and remove all existing blocked or collapsed culvert pipes of 450mm, 600mm and 900mm diameter including concrete surround, bedding, inlet and outlet structure.

The void left after removal of culvert pipes shall be widened as necessary to accommodate new concrete bedding, pipe and haunching.

The payment of this work shall be per linear metre of pipes removed, and the volume in m<sup>3</sup> of inlet/outlet structure removed. The void left by removal of these pipes shall be carefully preserved in order to

accommodate replacement of 450mm, 600mm or 900mm diameter pipe culverts as shall be directed by the Engineer.

(c) Removal of Other Existing Drainage Structures

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

(d) Excavation for Culverts and Drainage Works

The Contractor shall carry out all excavations for new culverts and drainage works to the lines, levels, inclinations, and dimensions shown on the drawings or as instructed by the Engineer.

**805 EXCAVATION IN HARD MATERIAL**

In the Standard Specifications, Sub-clauses 805(a) and 805 (b) delete "95%" and insert "100%".

In sub-clause 809(a), paragraph 1, line 1, substitute "95%" with "100%".

In sub-clause 809(c), paragraph 2, line 4, between the words "compacted" and "and shaped" insert the words "to 100% MDD (AASHTO T.99)".

Hard material is material that can be excavated only after blasting with explosives or barring and wedging or the use of a mechanical breaker fitted with a rock point in good condition and operated correctly. Boulders of more than 0.2m<sup>3</sup> occurring in soft material shall be classified as hard material.

**809 BEDDING AND LAYING OF PIPE CULVERTS**

Concrete pipes shall be laid on a 150mm thick concrete bed of class 15/20 and the pipes shall be bedded on a 1:3 cement: sand mortar at least 50mm thick, 150mm wide and extending the full length of the barrel.

The rates inserted shall allow for compaction of the bottom of excavation to 100% MDD (AASHTO T.99).

**810 JOINTING CONCRETE PIPES**

The concrete pipes for the culverts shall have ogee joints and will be joined by 1:2 cement: sand mortar and provided with fillets on the outside as described in clause 810 of the Standard Specification.

**812 BACKFILLING OVER PIPE CULVERTS**

In the Standard Specifications, clause 812

- a) Wherever the expression "dry density of 95% MDD (AASHTO T. 99)" occurs delete and replace with "dry density of 100% MDD (AASHTO T.99)".

The rates entered for laying of pipe culverts shall allow for backfilling to pipe culverts and compacting to 100% MDD (AASHTO T.99) and these works shall not be measured and paid for separately.

## **814 SUBSOIL DRAINS**

In the event of excavation for repairs exposing local seepage, springs or unacceptably high water table, the Engineer may instruct the provision of counter fort or French drains.

These drains shall consist of a trench excavated to the alignment, width, depth and gradient instructed by the Engineer, and backfilled with approved compacted clean hard crushed rock material as specified in clause 815 of the standard specification. Where these drains lie within the carriageway the carriageway shall be reinstated with compacted stabilised gravel and surfaced with hot asphalt or a surface dressing as instructed by the Engineer.

## **815 INVERT BLOCK DRAINS AND HALF ROUND CHANNELS**

Invert Block Drains and Half Round Channels shall be constructed as shown in the drawings provided in accordance with the Standard Specifications where directed by the Engineer.

## **817 REPAIRS TO DRAINS**

### **817.1 Cleaning and Repair of Existing Drains**

In areas of existing side drains, mitre or outfall drains where such are blocked, the Engineer shall instruct the Contractor to clean and clear the drains to free flowing condition.

The work shall consist of:

- (a) Stripping and removal of any extraneous material to spoil including vegetation and roots in the drains to the satisfaction of the engineer.
- (b) Spreading of any spoil to the satisfaction of the Engineer.

Shaping the drains to free flowing condition as directed by the Engineer.

Removing any broken side slabs for inverted block drains and replacing with a new

Removing any broken inverted block drains and replacing with a new one well jointed.

Measurement and Payment for cleaning drains shall be by linear metre of drain cleaned measured as the product of plan area and vertical depth of extraneous material instructed to be removed. No extra payment will be made for removal of vegetation and roots.

**817.2 Channels**

The Engineer may instruct that the Contractor provides open channels in place of existing subdrains where the latter may be damaged or in any other place. The rates entered by the Contractor in the bills of quantities must include for removal and disposal of any subdrain material, excavation to line and level, backfilling and compaction as directed by the engineer. The channels shall be constructed of precast class 20/20 concrete of minimum 80mm thickness and lengths or widths not exceeding 1000mm. Joints shall be at least 15mm wide filled with 1:2 cement sand mortar.

**817.3 Rubble fills for protection work**

Quarry waste or similar approved material shall be used to back fill scoured and eroded side, outfall and cut-off drains. 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.

**817.4 Stone Pitching**

Stone pitching shall be constructed in accordance with clause 710 of the standard Specification.

**817.5 Gabions**

Gabions shall be constructed in accordance with clause 711 of the standard Specification.

**817.6 Spoil Material**

The Contractor shall be responsible for removal from site of all materials excavated in the course of undertaking works in this section of the specifications, unless suitable for re-use, and deposit of the material in a spoil dump to be approved by the Engineer.

**818 SCOUR CHECKS**

Scour checks are to be constructed in mass concrete in accordance with clause 818 of the standard Specifications and the drawings as shall be provided.

**819 CLEANING AND MAINTENANCE**

**819.1 Desilting of Pipe Culverts**

Where instructed, Contractor shall desilt the existing pipe culverts by removing all the material from the pipe to make them clean and free flowing.

Measurement and payment shall be by the linear metres of pipes de-silted, regardless of diameter size.

**SECTION 9 - PASSAGE OF TRAFFIC**

**901 SCOPE OF THE SECTION**

The Contractor shall so arrange his work to ensure the safe passage of the Traffic at all times and if necessary construct and maintain an adequate diversion for traffic complete with all the necessary road traffic signs.

The contractor shall provide to the satisfaction of the Engineer adequate warning signs, temporary restriction signs, advance warning signs, barriers, temporary bumps and any other device and personnel equipped with two way radios to ensure the safe passage of traffic through the works.

When carrying out the Works the Contractor shall have full regard for the safety of all road users.

The Contractor shall also provide sign posts and maintain to the satisfaction of the Engineer all deviations necessary to complete the works. The contractor should allow for the costs of complying with the requirements of this clause in his rates.

The contractor will be deemed to have inspected the site and satisfied himself as to the adequacy of his bid for these works and no additional payments will be made to the contractor for any expenditure on traffic control or the provision of deviations. The employer shall not be liable for inadequate prior investigations of this nature by the contractor.

**903 MAINTENANCE OF EXISTING ROADS**

The Contractor shall maintain the existing project road a head of works using compacted asphalt concrete type I in accordance with the provisions in clause 1601B – 1607B of the Special Specifications or gravel material depending on the nature of the wearing course surface.

904

## CONSTRUCTION OF DEVIATIONS

(a) **General**

In addition to requirement of this clause, the Contractor shall construct and complete deviations to the satisfaction of the Engineer before commencing any permanent work on the existing road. Also during these works the contractor is supposed to provide a detour of adequate pipe culverts for pedestrian and traffic crossing where there is bridge works.

Subject to the approval by the Engineer, the Contractor may maintain and use existing roads for deviation. Payment for this, made in accordance with clause 912 (a) (i), shall be by the Kilometer used depending on the type of road used, whether bituminous or earth/gravel. The rates shall include for the provision of materials and the works involved.

b) **Geometry**

The carriageway width of the deviations shall not be less than 6m wide and suitable for 2-way lorry traffic unless otherwise specified.

c) **Construction**

Unless otherwise instructed gravel wearing course for the deviation shall be 150 mm compacted thicknesses complying with section 10 of the Standard Specification. The Contractor shall allow in his rate for removal of any unsuitable material before placing of gravel wearing course, as this will not be paid for separately.

In addition to provision of this clause, Contractor is required to sprinkle water at least 4 times a day at the rate of 1 to 1.4 liters/day in regular interval to minimize the effects of dust. Latest sprinkling time shall be one hour before the sunset.

Where existing neighboring roads are used as deviation, Contractor shall carry out repairs and maintenance in parent materials used for the existing base and surfacing of the road being used.

906

## PASSAGE OF TRAFFIC THROUGH THE WORKS

The Contractor shall arrange for passage of traffic through the works during construction whenever it is not practicable to make deviations.

Any damage caused by passing traffic through the works shall be made good at the contractor's own cost.

907

## SIGNS, BARRIERS AND LIGHTS

Contractor shall provide signs, barriers and lights as shown in the drawing in Book of Drawings at the locations where the traffic is being carried off the existing road to the deviation and back again to existing road. The Contractor shall provide ramps and carry out any other measures as instructed by the Engineer to safely carry traffic from the road to deviation.

Contrary to what has been specified in this clause the road signs provided shall be fully reflectorized and in conformity with clause 9.1 of the "Manual for Traffic Signs in Kenya Part II".

**909 ASSISTANCE TO PUBLIC**

In addition to provision of clause 909, Contractor shall maintain close liaison with the relevant authorities to clear any broken down or accident vehicles from the deviations and the main road, in order to maintain smooth and safe flow of the traffic. Further, the Contractor shall provide a traffic management plan to be approved by the Engineer before the commencement of any construction works and execute the same, to the satisfaction of the Engineer, during the entire period of project implementation. A draft traffic management plan shall be submitted with Bid.

**912 MEASUREMENT AND PAYMENT**

**Construct Deviation**

**Road Deviation**

The Contractor shall be paid only 50% of the rate for this when he completes deviation road to the satisfaction of the Engineer. The balance shall be paid in equal monthly instalments over the contract period, as he satisfactorily maintains the deviation (as per clause 904 and 905 above) when it is in operation.

Where existing neighboring road has been used as deviation, payment shall be by the kilometer rate and shall include the cost of repairs and maintenance of the road carried out in parent base and subbase materials.

**Deviation using Pipe Culverts**

The Contractor shall be paid only 50% of the rate for this when he completes deviation to the satisfaction of the Engineer. The balance shall be paid in equal monthly instalments over the contract period, as he satisfactorily maintains the deviation when it is in operation. The Contractor shall be paid full amount when the bridge under construction will be in use.

**Maintain existing road**

Asphalt Concrete or gravel for maintaining the existing road shall be measured by the cubic metre placed and compacted upon the road

**Passage of traffic through the works**

Payment shall be made on Lump Sum basis.

**Assistance to Public**

The Contractor will be deemed to have included cost of this item in other items and no separate payment shall be made.

**SECTION 10: GRADING AND GRAVELLING**

**Scope:**

Grading covers the works involved in the reinstatement of the runway to the camber by removing the high points and filling up gullies corrugations and wheel ruts to restore smooth running surface. Graveling consists of excavation, loading hauling and spreading of gravel wearing course material on the formation of runway. 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 borrow pits or excavation in cuttings. Gravel material shall conform to the requirement given in Table 10.1

**Table 11: Requirement for Gravel Wearing Course**

<b>GRADING REQUIREMENTS AFTER COMPACTION</b>	
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

<b>PLASTICITY INDEX REQUIREMENTS PI</b>		
Zone	Min	Max
WET	5	20
DRY	10	30

<b>BEARING STRENGTH</b>		
Traffic VPD	CBR	DCP Equivalent mm/Blow
Greater than 15	20	11
Less than 15	15	14
CBR at 95 % at MDD, Modified AASHTO and 4 days soak		
Lower quality material (CBR 15) may be accepted if no better material can be found		

NB: Wet Zone - mean annual rainfall greater than 500 mm.

Dry zone - mean annual rainfall less than 500 mm.

The Engineer shall approve quarries and their extent of exploitation. The 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 therefore 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 proviso that the Employer is not to incur additional expenses in connection with its winning and haulage. Contractor is deemed to have included in his rates for the provision of the gravel material to have included the cost of complying with the testing requirements.

### **1001. Removal of Overburden**

The Item consists of excavation of overburden including loading, hauling and stockpiling at the approved locations. The thickness of the overburden layer to be removed shall be determined from the depths of the trial pits dug at a 30m grid within the quarry area.

The overburden shall be removed and deposited neatly in order to use it again to reinstate the quarry at the end of improvement work.

#### **Work Method:**

The contractor shall use **labour** or **equipment** to carry out this item of work

#### **Quality Control**

- The location and manner of stock piling of the overburden for the reinstatement of the quarry shall be visually checked

#### **Measurement and Payment**

No separate measurement and payment shall be made for removal of overburden and contractor shall be deemed to have allowed in his rates and prices for the cost.

### **1002. Excavation of Gravel**

The gravel shall be excavated from quarries approved by the Engineer. It is the Contractors obligation to inform the Engineer in the case that the quality / availability of the gravel changes during the course of excavation.

Oversize stones and boulders 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 for structures and scour checks

#### **Work Method**

**(i) Labour based methods**

The contractor shall excavate and stockpile the gravel in bays for efficient loading by labour.

**(ii) Equipment methods**

The Contractor shall excavate the gravel and stockpile in heap(s) for the efficient loading by equipment.

**Quality Control**

- The widths of the loading bays shall be checked before excavation can commence.
- The loading bays shall be checked to ensure it is free draining.

**Measurement and Payment**

No separate measurement and payment shall be made for excavation of gravel and contractor shall be deemed to have allowed in his rates and prices for the cost.

**1003. Haulage**

This activity involves loading of excavated gravel, haulage by appropriate equipment and off-loading of the same as specified in the drawings or as directed by the Engineer. Where the loads delivered in any load falls short of agreed equipment capacity, dumping shall not be permitted unless the agreed spacing is adjusted accordingly.

Where loads supplied are found to contain material other than from the approved quarry and thus of unacceptable quality, the Engineer shall cause them to be removed from site at the contractor's expense.

**Work Method**

The Contractor shall use a combination of both Labour and equipment to carry out this Item work.

**Quality Control**

- No haulage equipment shall be used unless its capacity has been ascertained the Engineer.
- The quality of gravel dumped on the runway/carriageway shall be visually checked daily.
- The quantity of material delivered in each load shall be checked before dumping is allowed.
- The distance between the stacks shall be checked using tape measure.

**Measurement and Payment**

No separate measurement and payment shall be made for haulage of gravel and contractor shall be deemed to have allowed in his rates and prices for the cost.

#### **1004. Spreading and compaction of gravel**

- i. Labour methods**                      **ii. Equipment methods**

This activity involves spreading gravel material, shaping to ensure uniform thickness of the layer across the full width of the runway and to the specified camber. Spreading also includes, removing any oversized stones or boulders which cannot be broken down to required size, spoil dump.

Where water needs to be added, it shall be applied in an even manner and the rate of application shall be such that no transverse or longitudinal flows occur. Unless otherwise instructed by the Engineer, the moisture content shall be within the range of +/- 2% of the optimum moisture content. Compaction will be carried out as specified in 5.05.

##### **Work Method**

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

##### **Quality Control**

- The gravel surface width shall be checked at every 100m interval using tape measure and shall have tolerance of + / - 50mm.
- Trial holes at every 100m shall be used to check the gravel surface thickness and shall have a tolerance of + 5mm / - 0mm.
- The camber cross fall shall be checked at every 50m and the maximum tolerances shall be + / - 1 %
- The longitudinal profile shall be checked with every load to ensure a smooth surface with no corrugations or depressions

**Measurement:**                      **m<sup>3</sup>**

The unit of measurement shall be in cubic metres of compacted material on runway

##### **Payment**

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

#### **1006. Runway Grading**

- (i) Light Grading**

This activity shall consist of trimming of the runway to control roughness and corrugations using either a towed grader or a motorized grader. The width of the carriageway shall be as specified in the drawings or as directed by the Engineer.

Pegs 200 to 300mm shall be placed at 10 to 20 m intervals to mark edge of the carriageway.

The material shall be bladed toward the center of the runway starting from both edges to the specified camber.

### **Work Method**

The contractor shall use equipment to carry out this item work.

### **Quality Control**

- The width of the runway shall be checked using tape measure at every 10m with tolerance of +50mm or -20mm.
- The camber shall be checked using camber board at every 5m with and shall have a tolerance of +/- 1%

**Measurement:**  $m^2$

The unit of measurement shall be square meters of runway graded.

### **Payment**

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

## **(ii) Heavy Grading and Compaction**

This activity shall consist of scarifying of the existing runway/carriageway surface, cutting high spots and moving materials to fill potholes, corrugations and wheel ruts and reshaping of the surface to the specified camber, using either towed or motorized grader. All loose rocks, roots grasses shall be removed and disposed well clear of the drains.

Pegs 300 to 400mm shall be placed at 10 to 20 m intervals to mark edge of the carriageway.

The material shall be bladed toward the center of the runway starting from both edges until the specified camber is achieved. Compaction will be carried out as specified in 5.05.

### **Work Method**

The contractor shall use equipment to carry out this item work.

**Quality Control**

- The width of the runway shall be checked using tape measure at every 10m with tolerance of + 50mm or -20mm.
- The camber shall be checked using camber board at every 5m with and shall have a tolerance of +/- 1%

**Measurement:**                      **m<sup>2</sup>**

## **SECTION 15: BILLS OF QUANTITIES**

### **PREAMBLE TO BILL 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 Dayworks) 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

# Bill of Quantities

Bill 1	Preliminaries and General Costs Items	Proposed 70M Normal Drift			
Item No.	Description	Unit	Quantity	Unit rate	Amount KSh.
1.01	Allow Provisional sum of KShs. 200,000 for Contract Supervision	PC	1	200,000	200,000.00
1.02	Include % of Prime cost sum in item 01-60-001 for contractor's overhead and profit	%	200,000	25%	50,000.00
1.03	Allow Provisional sum of 100,000 for material testing and	PC	1	100,000.00	100,000.00
1.04	Include % of Prime cost sum in item 01-60-001 for contractor's overhead and profit	%	100,000	25%	25,000.00
1.05	Publicity Sign Boards	No.	1	30,000.00	30,000.00
Bill 1: Total Carried forward to Summary:					405,000.00

# Bill of Quantities

Page:  
2 of 8

Bill 3	Setting Out and Tolerance	Proposed 70M Normal Drift			
Item No.	Description	Unit	Quantity	Unit rate Ksh.	Amount KSh.
3.01	Set out the Road Drift carefully taking into consideration the orientations of the road and the stream and as directed	PC	1	50,000.00	50,000.00
Bill 3: Total Carried forward to Summary:					50,000.00

# Bill of Quantities

Page:  
3 of 8

Bill 4	Site Clearance and Top Soil Striping	Proposed 70M Normal Drift			
Item No.	Description	Unit	Quantity	Unit rate Ksh.	Amount KSh.
4.0	Clear the Site of bush, trees, shrubs and all undergrowth and strip the top agricultural soil to spolit area	PC	1	100,000.00	100,000.00
Bill 4: Total Carried forward to Summary:					100,000.00

# Bill of Quantities

Bill 5	Earth Works	Proposed 70M Normal Drift			
Item No.	Description	Unit	Quantity	Unit rate	Amount KSh.
	<b><u>Excavations</u></b>				
5.01	Excavate for the drift structure in soft material as per the drawings and as directed	CM	420		
	<b><u>Fill for Structures</u></b>				
5.02	Provide Rock fill material, ram to compact in Max. Size of 200MM in accordance to specifications or as directed by the Engineer	CM	420		
5.03	Provide, Place and compact 50MM thick good quality gravel fill material to act as a blinding layer	CM	140		
Bill 5: Total Carried forward to Summary:					

# Bill of Quantities

Bill 7	Excavations and Filling for Structures	Proposed 70M Normal Drift			
Item No.	Description	Unit	Quantity	Unit rate	Amount KSh.
7.03	Provide and Place Maceferri or Equivalent Gabion Boxes (2M by 1M by 1M) as per the specifications	No.	70		
7.04	Provide, place and fix into position High yield BRC mesh A142 (4.8M by 2.4M) as directed	No.	63		
Bill 10: Total Carried forward to Summary:					





<b>Bill of Quantities</b>		Page
		8 of 8
	<b>Summary</b>	<b>Proposed 70M Normal Drift</b>
<b>Bill No.</b>	<b>Description</b>	<b>Amount KSh.</b>
1	Preliminaries and General Costs Items	405,000.00
3	Setting Out and Tolerance	50,000.00
4	Site Clearance and Top Soil Stripping	100,000.00
5	Earth Works	
7	Excavations and Filling for Structures	
9	Passage of Traffic	300,000.00
17	Concrete Works	
	<b>Sub Total 1</b>	
	<b>Add 16 % Value added Tax (VAT) for Sub total 1</b>	
	<b>Add Contingency Sum</b>	1000,000.00
<b>Total Carried to form of Tender ( SubTotal 1 + VAT+ Contingency Sum)</b>		

**Name of the Company:**

**Name of the Company Representative:**

**Position Held in the Company:**

**Date:**

**Signature:**

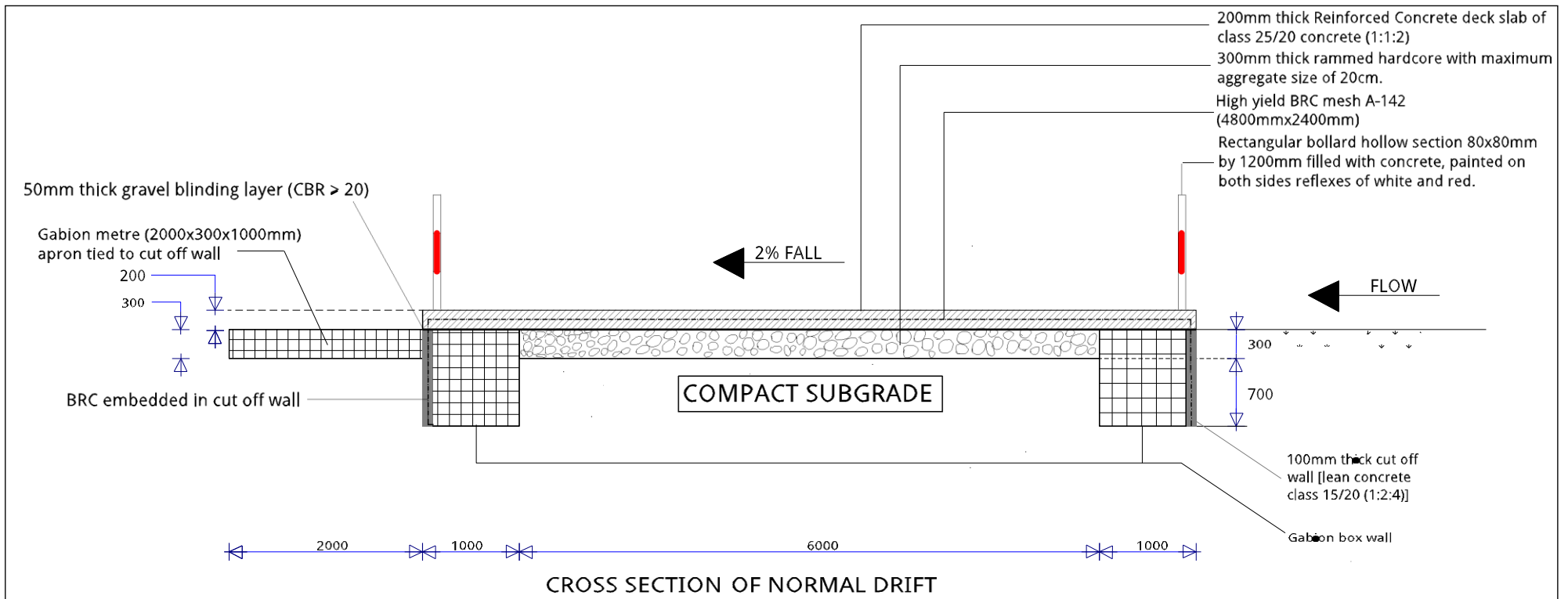
**Total Tender Sum Above in Words**

**Official Company Stamp:**

## **SECTION 16: DRAWINGS**

**(Standard drawings will be used where applicable)**

The actual Contract drawings including Site plans as per R.Es book of drawings.



NOTES

1. All dimensions in millimetres.
2. Concrete should be thoroughly vibrated on application.

Drawn by:

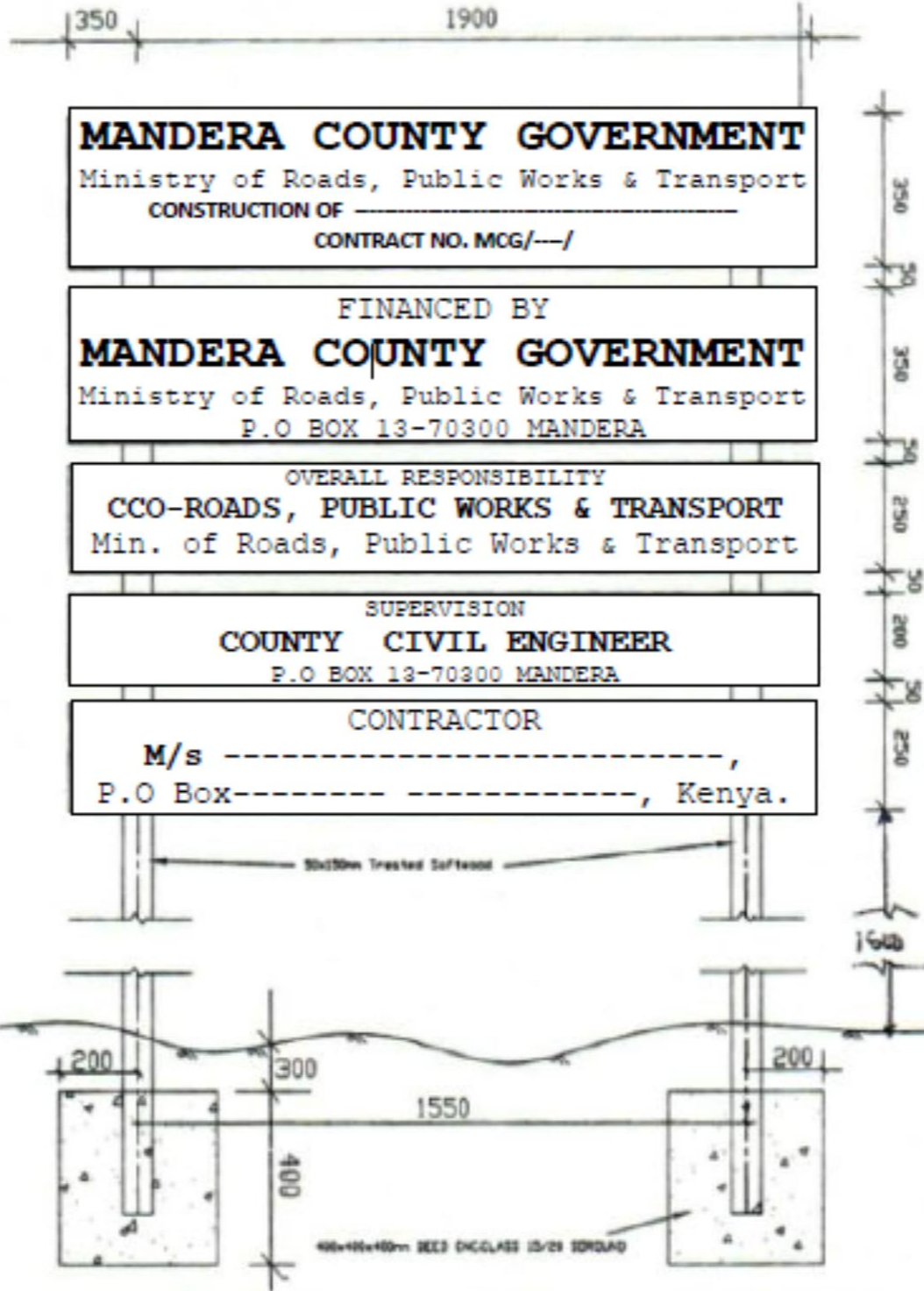
Title: CROSS SECTION OF NORMAL DRIFT

Client:

Scale:

Date: 18/3/2015

SIGN BOARD WHITE LETTERS  
BACKGROUND COLOUR BLACK BS 003



MANDERA COUNTY ROADS PROJECTS FY -----

Sign Board