

REPUBLIC OF KENYA
COUNTY GOVERNMENT OF UASIN GISHU



(ROADS, TRANSPORT AND PUBLIC WORKS)

QUOTATION NO: UGC/RDS/RMLF/046/2018-2019

FOR

QUOTATION NAME: STAGE CONSTRUCTION OF BURNT FOREST
TOWNSHIP -AINAPKOI

INSTRUCTION TO TENDERERS

CONDITIONS OF CONTRACT

STANDARD FORMS

SPECIFICATIONS

DRAWINGS

BILLS OF QUANTITIES

CLOSING DATE: 17th April 2019 AT 10:30 AM

**CHIEF OFFICER
DEPARTMENT OF ROADS ,
TRANSPORT, ENERGY AND PUBLIC
WORKS,
UASIN GISHU COUNTY,
P.O BOX 40-30100,
ELDORET**

**COUNTY SECRETARY,
UASIN GISHU COUNTY,
P.O BOX 40-30100,
ELDORET**

COUNTY GOVERNMENT OF UASIN GISHU

INVITATION FOR BIDS

QUOTATION No: UGC/RDS/RMLF/046/2018-2019

- 1.1 The County Government of Uasin Gishu (herein after referred to as the “Employer” or “Procuring Uasin Gishu County invites sealed quotation from the list of prequalified road contractors for STAGE CONSTRUCTION OF BURNT FOREST TOWNSHIP -AINAPKOI
- 1.2 The invited contractors may obtain further information from and inspect the tender documents at the Uasin Gishu County Hall Room 19 during normal office working hours.
- 1.3 A complete set of tender documents may be downloaded free of charge by from IFMIS tender portal: www.supplier.treasury.go.ke as per the notification in your email.
- 1.4 Prices quoted should be net inclusive of all taxes, and must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 Completed tender documents must be submitted through the IFMIS portal www.treasury.go.ke as per requirements contained in the document so as to be received on or before the date and time indicated in the IFMIS.
- 1.6 Quotation will close automatically as per the date at time indicated in the system and will be opened immediately after the closing.

COUNTY HEAD OF SUPPLY CHAIN MANAGEMENT
FOR: CHIEF OFFICER – ROADS, TRANSPORT AND PUBLIC WORKS
COUNTY GOVERNMENT OF UASIN GISHU

SECTION A: INSTRUCTIONS TO TENDERERS

1.0 General

- 1.1 The County Government of Uasin Gishu invites Tenders for Works as described in this bid document.

The works are to be executed within the Uasin Gishu County.

The successful bidder will be expected to complete the Works within the contract period as inserted in the Form of Bid and maintain the works for a period of Six (6) months thereafter.

- 1.2 Bidders shall submit the following information and documents together with their bids:

- 1.2.1 **MUST** attach copy of certificate of Company Registration/Incorporation/
Business name
- 1.2.2 **MUST** be listed as a road contractor in Uasin Gishu County.
- 1.2.3 **MUST** attach Registration as a contractor eligible to undertake construction and civil works (Roads) with National Construction Authority (i.e. category 4,5,6,7);
- 1.2.4 **MUST** attach Valid Tax compliance certificates;
- 1.2.5 **MUST** Submit in the right Format (All forms i.e. Tender form, price schedule, qualification form, confidential business questionnaire, security declaration form etc; filled, signed and stamped and attached)
- 1.2.6 **MUST** attach Current CR12 certificate
- 1.2.7 The bid price **MUST** be within +/-10% margin of Budget estimate of Kshs 5,968,822.34

Failure to provide any or all of the above information will render the bid to be considered as non-responsive resulting to its rejection.

- 1.3 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.

Bidders may seek for clarifications during normal working hours at the office of the Chief Officer, at the Public Works Office. All clarifications sought must be in writing. The County Engineer will respond to all clarifications sought at least Five (5) days before the opening of bids. Clarifications will be sent to all potential bidders without disclosing the source or person seeking for clarification.

- 1.4 The bidder, at the bidder's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the Works. Bidders shall bear the costs of visiting the site.

- 1.5 There will be no organised site visit.

- 1.6 Successful bidder is expected to hire 80% of the proposed labour force from within the project area.

2.0 Bid Documents

- 2.1 Complete set of bid document comprises the documents listed here below and any addenda issued in accordance with Clause 2.4 here below: -
- (a) These Instructions to Bidders
 - (b) Form of Bid
 - (c) Conditions of Contract and Appendix to Conditions of Contract
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities
 - (g) Other materials requiring completion and submission in accordance with these Instructions and Conditions of Contract
 - (h) Any other document issued by either party and mutually accepted.
- 2.2 The bidder shall examine all instructions, forms and specifications in the bid documents. **Failure to furnish all information required as per bid documents shall result in rejection of his bid.**
- 2.3 A Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by electronic means at the address indicated in the letter of Invitation to Tender. The Employer shall respond to any request for clarification received earlier than seven days prior to the deadline for submission of Tenders. Copies of the Employer's response will be forwarded to all persons issued with Tender documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of Tenders, the Employer may modify the Tender documents by issuing addenda. Any addenda thus issued shall be part of the Tender documents and shall be communicated in writing or by electronic means to all Tenderers. Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 The Employer may extend, as necessary, the deadline for submission of Tenders in accordance with paragraph 4.5 below, to take account of any addenda issued.

3.0 Preparation of Bids

- 3.1 All documents relating to the bid and any correspondence shall be in English Language.
- 3.2 The bid submitted by the bidder shall comprise the following: -
- (a) The Bid
 - (b) Priced Bill of Quantities
 - (c) Any other information requiring completion and submission by bidders.
- 3.3 The bidder shall fill in rates and prices for all items of the Works described in the Bills of Quantities. Items for which no rate or price is entered by the bidder will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bills of Quantities. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of bids, shall be included in the bid price submitted by the bidder.

- 3.4 The rates and prices quoted by the bidder shall not be subject to any adjustment during the performance of the Contract.
- 3.5 All unit rates and prices shall be in Kenya Shillings only.
- 3.6 Bids shall remain valid for a period of 120 days from the date of submission. However in exceptional circumstances, the employer may request that bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing.
- 3.7 The bidder shall prepare one **ORIGINAL AND A COPY** of the documents comprising the bid documents as described in these Instructions to Bidders.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer who shall initial all pages of the Tender where alterations or additions have been made.
- 3.9 Bidders shall satisfy themselves that the bid documents are complete.

4.0 Submission of Bids

- 4.1 The bid duly filled and sealed in an envelope shall: -
 - (a) Be addressed to the employer at the address provided in the "Invitation to Bid";
 - (b) Bear the name and identification number of the Bid as defined in the Invitation to Bid; and
 - (c) Provide a warning not to open before the specified time and date for bid opening.
- 4.2 Bids shall be delivered to the employer at the address specified above not later than the time and date specified in the "Invitation to Bid".
- 4.3 The bidder shall not submit any alternative offers unless they are specifically required in the bid documents.

Each bidder shall be allowed to submit only one bid. Any bidder who fails to comply with this requirement will be disqualified.
- 4.4 Any bid received after the deadline for opening of bids shall be automatically rejected.
- 4.5 The employer may extend the deadline for submission of bids by issuing an addendum.

5.0 Bid opening and Evaluation

- 5.1 The bids will be opened in the presence of the Bidders' representatives who choose to attend at the time and in the place specified in the "Invitation for Bids".
- 5.2 The employer as he may consider appropriate, will announce the bidders' names, the total amount of each bid and the completion period as stated in the Form of Bid and such other details as he may consider necessary at the opening. The employer will also prepare minutes of the bid opening, including the information disclosed to those present.

- 5.3 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of the 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 officials carrying out the evaluation process shall result in the rejection of his bid.
- 5.4 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall prevail.
 - (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 evaluating officials, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the Bid Amount as stated in the Form of Bid and the Corrected Bid Figure in the Main Summary of the Bill of Quantities, the lesser of the two (the Bid Amount as stated in the Form of Bid and the Corrected Bid Figure) shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the Bid Amount as stated in the Form of Bid and the Corrected Bid Sum as a percentage of the Corrected Builder's Work (i.e. Corrected Bid Sum less Prime Cost (P.C.) and Provisional Sums (P.S.)).
 - (e) The Error Correction Factor shall be applied to all Builders' Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the bid will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the bid may be rejected and the second lowest bidder as evaluated shall be awarded.
- Note:** By virtue of the Bidder signing the Form of Bid in the Bid Document as submitted implies that the bidder has accepted the procedure as stated above for correction of errors.*
- 5.5 To assist in the examination, evaluation and comparison of bids, the employer at his discretion, may request [in writing] any Bidder for clarification of the bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the bid price or substance of the bid shall be sought, offered or permitted.
- 5.6 The bidder shall not influence the employer on any matter relating to his bid from the time of the bid opening to the time the Contract is awarded. Any effort by the bidder to influence the employer or his employees in his decision on bid evaluation, bid comparison or Contract award shall result in the rejection of the bid.

6.0 Award of Contract

- 6.1 The award of the Contract will be made to the bidder who has offered the lowest evaluated bid price.
- 6.2 Notwithstanding the provisions of Clause 6.1 above, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to the 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 action.
- 6.3 The bidder whose bid has been accepted will be notified of the award prior to expiration of the bid validity period in writing or by facsimile. This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum [hereinafter and in all Contract documents called the “Contract Price” which the employer will pay the Contractor in consideration of the execution, completion period and maintenance period of the Works by the Contractor as prescribed by the Contract. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the employer with a letter of acceptance and any other information the employer may decide before signing the Contract Agreement.
- 6.4 The Contract Agreement will incorporate all agreements between the employer and the successful Bidder. It will be signed by the employer and sent to the successful bidder, within 30 days following the notification of award.

PRELIMINARY (MANDATORY) EVALUATION CRITERIA

S/NO	REQUIREMENT	Y/N
MR1	MUST attach copy of certificate of Company Registration/Incorporation/ Business name	
MR2	MUST be listed as a road contractor in Uasin Gishu County	
MR3	MUST attach Registration as a contractor eligible to undertake construction and civil works(Roads) with National Construction Authority (i.e. category 4,5,6,7);	
MR4	MUST attach Valid Tax compliance certificates;	
MR5	MUST Submit in the right Format (All forms i.e Tender form, price schedule, qualification form, confidential business questionnaire, security declaration form etc; filled, signed and stamped and attached)	
MR6	MUST attach Current CR12 certificate	
MR7	The bid price MUST be within +/-10% margin of Budget estimate of Kshs 5,968,822.34	

NOTE: Failure to meet any of the above requirement will render the bidder non- responsive.
TECHNICAL EVALUATION CRITERIA

TECHNICAL EVALUATION AND QUALIFICATION CRITERIA

NO	REQUIREMENT	REQUIRED REFERENCE TO BE SUBMITTED IN TENDERING FORMS FROM TENDER FOR EVALUATION AS INDICATED IN THE DOCUMENT,	MAX SCORE
1.	Equipment holding	<ul style="list-style-type: none"> Prove of ownership or agreement of hire of at least 4 relevant construction equipment 	8
2.	Key staff	(i) Director having management experience of at least one year in the relevant construction works (5 mark) (ii) Technical Manager holding Diploma in relevant Engineering field with one years experience in the relevant field (5 mark per year) Attach resume (iii) At least one personnel holding Certificate in the relevant Engineering field with one years experience in the relevant field (5 mark per year) Attach resume (iv) At least 1No personnel holding Artisan certificate in the relevant Engineering field (5 mark per year) attach Resume	20
3.	Past relevant work experience	(i)Provide prove of at least 4 previous works done of similar magnitude and nature. (5 Marks per work)	20
4.	Contractual misconduct and	Records of contractual misconduct in the last 1 year attach Sworn affidavit certified by magistrate or	5

	litigation	commissioner of oaths. (5marks)	
5	Financial capability	(i) Certified Bank statement for the last 6 months ending February 2017 (2 marks per month) (ii) Provide letter of credit from a reputable commercial bank in Kenya (10 marks) (iii) Name, address, telephone, email of banks that may provide reference if contacted by the employer (5 marks)	27
6	Work schedule	<ul style="list-style-type: none"> • Proposal work progress charts (5marks) • Proposal cash flow plan (5 marks) 	10
8	Work safety management	<ul style="list-style-type: none"> • Worker safety plan (5marks) • Accident prevention measures (5marks) 	10
		TOTAL	100

All those bidders who shall attain **60 marks** and above marks shall proceed to Financial evaluation.

STAGE THREE: FINANCIAL EVALUATION

This will be done by comparing the financial quotes of those candidates who shall have proceeded from Technical Evaluation stage.

BIDDER No	BIDDER NAME	AMOUNT	RANKING
B₁			
B₂			
B₃			
B₄			

STAGE FOUR: POST QUALIFICATION

This shall be done by visiting the premises and previous projects site to assess the actual qualification of the proposed lowest evaluated bidder.

SECTION C : CONDITIONS OF CONTRACT

PART I: GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the FIDIC Short Form of Contract, First Edition, 1999, published by the International Federation of Consulting Engineers (FIDIC).

The General Conditions of Contract are linked with the Conditions of Particular Application, referred to as Part II, by the consecutive numbering of the Clauses, so that Part I and II together comprise the Conditions governing the rights and obligations of the Parties. In case of any inconsistency between the Conditions contained in Part I and those in Part II, the Conditions contained in Part II shall prevail.

The Tenderer is deemed to have read and fully complied with the General Conditions of Contract.

PART II: CONDITIONS OF PARTICULAR APPLICATION

The Conditions of Particular Application amplify the FIDIC Short Form of Contract so as to be, together, applicable to the Contract.

GENERAL PROVISIONS

1.0 Definitions

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

The “**Employer**” shall be the “County Government of Uasin Gishu administration, and is the party who employs the Contractor to carry out the Works.” represented by the “County Secretary, County Government of Uasin Gishu”.

The “**County secretary**” shall be “County Secretary, County Government of Uasin Gishu”.

“**Employer’s Representative**” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“**Bills of Quantities**” means the priced and completed Bills of Quantities forming part of the bid [where applicable].

“**Schedule of Rates**” means the priced Schedule of Rates forming part of the bid [where applicable].

“**The Completion Date**” means the date of completion of the Works as certified by the Employer’s Representative.

“**The Contract**” means the agreement entered into by the employer and the Contractor as recorded in the Form of Agreement and signed by the parties.

“**The Contractor**” refers to the person or corporate body whose bid to carry out the Works has been accepted by the employer.

“**The Contractor’s Bid**” is the completed bidding document submitted by the Contractor to the employer.

“**The Contract Price**” is the price stated in the Letter of Acceptance.

“Days” are calendar days; “Months” are calendar months as per Gregorian calendar.

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

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

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

“A Variation” is an instruction given by the Employer’s Representative that varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and handover to the employer.

2.0 Contract Documents

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority:

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s Bid,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities

3.0 Employer's Representative's Decisions

- 3.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the employer and the Contractor in the role representing the Employer.

4.0 Works, Language and Law of Contract

- 4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.

- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the laws of the Republic of Kenya.

4.3 Performance Security

The Performance Security shall be valid until the date of issue of the Employer's notice under sub-Clause 8.2 (Taking over Notice). The Employer shall return the Security to the Contractor within **30 days** thereafter.

A Performance Security in the form an Insurance Bond shall only be allowed from an Insurance Company approved by the Public Procurement Oversight Authority (PPOA) and in a Form also approved by the PPOA.

5.0 Safety, Temporary Works and Discoveries

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.

- 5.3 Any thing of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions in dealing with them.

6.0 Work Program and Sub-contracting.

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7.0 The site

- 7.1 The employer shall give possession of all parts of the site to the Contractor.

7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8.0 Instructions

8.1 The Contractor shall carry out all instructions of the Employer's Representative, which are in accordance with the Contract.

9.0 Extension of Completion Date

9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by: -

- (a) Force majeure, or
- (b) Reason of any exceptionally adverse weather conditions, or
- (c) Reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) Reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) Reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) Delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) Reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) Reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) Reason of delay in appointing a replacement of Employer's Representative, or

- (j) Reason of delay caused by the late supply of goods or materials or in executing Work for which the employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) Delay in receiving possession of or access to the site.

10.0 Management Meetings

- 10.1 Contract management meetings shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 10.2 Communication between parties shall be effective only when in writing.

11.0 Defects

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12.0 Bills of Quantities/Schedule of Rates

- 12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which the Bidder enters no rate will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a Lump Sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the bid) and shall be subject to re-measurement after each stage.

13.0 Variations

- 13.1 The Contractor shall provide the Employer's Representative with a Tender for carrying out the variations when requested to do so. The Employer's Representative shall assess the Tender and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 The Engineer shall not be permitted to issue Variations to a value greater than the Tender Sum without approval from the Procurement Entity. The limit of approved Variations shall be $\pm 15\%$ of the Tender Sum.
- 13.3 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the Tender by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.4 If the Contractor's Tender is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14.0 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of Lump Sum Contracts; the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.
- 14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify

the employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15.0 Insurance

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the works, materials and plant; and loss of or damage to property.

15.2 The Insurance cover shall be in joint names of both the Contractor and the Client.

16.0 Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the rate of 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under Clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17.0 Completion and Taking Over

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed. The employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18.0 Termination

18.1 The employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to the following: -

- (a) The Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) The Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) The Employer does not effect payment the Contractor a certified payment by the Employer's Representative within 30 days after the expiry of the payment periods stated in Clauses 14.2 and 14.3 here above.
- (d) The Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19.0 Payment Upon Termination

- 19.1 The employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.
- 19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- 19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts by the Employer's Representative who shall certify the amount of expenses properly incurred by the Employer and if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

,

20.0 Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not: -

- (a) Offer or give or agree to give to any person in the service of the employer any gifts or consideration of any kind as an inducement or reward for doing or for bearing 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 with the employer or for showing or for bearing to show favour or disfavour to any person in relation to this or any other contract with the employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21.0 Settlement of Disputes

- 21.1 Any dispute arising out of the Contract, which cannot be amicably settled, between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

SECTION D: STANDARD, SPECIAL AND GENERAL SPECIFICATIONS

STANDARD SPECIFICATION

The contract will be administered in accordance with the Standard Specification for Road and Bridge Construction, Ministry of Transport and Communications, 1986. This document may be examined at the office of the Chief Officer Roads Transport and public works, Public works 1st Floor, during the normal working hours.

SPECIAL SPECIFICATIONS

General

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

Location and Extent of the Works

The works are located within the Uasin Gishu County.

The works to be executed under the contract consist of heavy grading without watering or compaction, gravelling and installation of culverts.

Compliance with Specifications

All materials, plant, labour and workmanship in and connected with the execution of the works shall be the best of their respective kinds without regard to any trade terms and the contractor shall comply in these and all other respects with the following clauses and shall carry out the contract in a proper and workmanlike manner and in strict accordance with the specifications and the Engineer's instructions.

Test Certificates

When the Contractor instructed by the Engineer shall submit certificates of Test from the suppliers of materials and goods to be used for contract to the Engineer.

Such certificates shall certify that the materials or goods concerned have been tested in accordance with requirements of the Specification 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.

Approval of Suppliers

The contractor's attention is drawn to his obligations with regard to quality and delivery schedule of materials and goods obtained from his suppliers. Should the Engineer at any time be dissatisfied with any goods and materials intended for delivery to the Employer he shall be empowered to reject such goods and materials and shall order that others of acceptable quality replace them. The cost of removal and the new supplies shall all be borne by the contractor.

Specifications for Gravel Material (Murram)

(a) Definition

Gravel is any materials whose composition shall be of lateritic gravel, quartzite gravel, calcareous gravel, decomposed rock, soft stone, coral rag, clayey sands and crushed rock. It shall exclude vegetable matter loam, topsoil or clay.

(b) Sources of Material

The material shall be sourced from

1. Borrow pits
2. Spoil Areas.
3. Excavation in cuttings

(c) Material grading

The material shall be that in composition such that it shall provide a smooth curve within and approximately parallel to the following envelope: -

Sieve mm	Percentage by weight passing
37.5	100
28	85 – 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

The material shall also conform to the following: -

CBR at 95% MDD (Modified AASHTO) and 4 days soak	Min 30
Los Angeles Abrasion	Max 50
Aggregate Crushing Value (ACV)	Max 35
Plasticity Index	Max 15
Plasticity Modulus	Max 25

Specification for Building Stone

All building stone shall be capable of withstanding when wet a crushing stress of 14 KN/m². The Engineer shall approve the source of stone and stone supplied there from shall be free from magadi, overburden, mudstone, cracks, stand holes, veins, laminations and other imperfections. The stone shall be chisel dressed into true rectangular blocks, with each surface even and at tight angles to all adjoining surfaces, to the size specified. For exposed stonework, the maximum permissible variations of any of the specified dimensions shall be 6mm provided that cut stone, supplied as rock face may be hammer dressed on one face, or on one end, if in other respects it conforms to this specification. Stones shorter than 37mm will not be accepted. Unless the Engineer allows otherwise, the contractor shall at his own expense provide and dress 100mm cubes of stone for testing. The stone shall be sound when tested in accordance with BS 1438. Media for biological percolating Filters, Appendix B (Sodium Sulphate Soundness test) accept that: -

1. The treatment shall be repeated for 10 cycles only; and
2. The second criterion of failure shall be amended to allow for a loss of weight of not more than 20% of its original weight.

Specification for Quarry Chips

(a) Sources of Material

The material may be obtained from existing commercial quarries

(b) General requirements

The rock from which the stones are obtained shall comply with the following requirements: -

1. ACV - Max 40%
2. LAA - Max 30%
3. SSS ~ Max 12

The stones shall be free from excess of flat or elongated particles, soft and less durable rock, clays, loam, topsoil and other deleterious matter. The stones shall be of such grading and size that they pack firmly when laid by hand. The larger stones shall have a maximum dimension slightly greater than the thickness of required compacted layer and be of a shape acceptable to the Municipal Engineer. The smaller stones shall have a reasonably uniform grading and be of a nominal size suitable for filling surface roads to be approved by the Engineer. The nominal size of the smaller stones will be in the order of 50.

Specifications for Street Name Plates and Traffic Signs

All traffic signs and Street Name Plates shall be fixed on 50 mm Diameter Class “B” Pipe fully anchored into the ground in 250 mm diameter by 600 mm deep mass (Concrete Class 15/20) holes; painted with Black 100 mm thick Round Strips on a white reflective background. The sign shall be 2400 mm high from the ground level. Road names shall be written using 75 mm High Capital Letters on 150 mm wide by 3.0 mm Thick Steel Plate well restrained at the edges.

Drawings

The Engineer shall provide all the relevant drawings as and on required basis.

GENERAL SPECIFICATIONS

General

The contractor may propose to the Engineer an alternative standard other than the one specified, in which case he shall submit three (3) copies of the proposed standard and all other information required for the materials, equipment and testing, together with a written proof that his proposed standard is equivalent in all significant respects to the standards specified for this contract.

The equipment to be employed for the works by the contractor shall have sufficient performance capacity and durability as to secure the completion of the works within the construction period stipulated under the contract.

All equipment as well as materials shall be subject to inspection or test by the Engineer at any time and in any state of completion both on site or at the contractors yard as he deems necessary. The contract shall facilitate such inspection without any charge.

Services

Before commencing any works which include excavation or ground levelling by manual or mechanical excavation, the contractor shall at his own expenses ascertain in writing from the Telkom, Kenya Power & Lighting Co. Ltd, the Eldoret water and sewage company and all other public bodies, companies and persons who may be affected, the position and depth of their respective ducts, cables, mains, pipes etc. He shall thereupon search for and locate such services and shall repair at his own cost any such services that may become damaged during the progress of the works.

Except that such services as require to be removed or altered by virtue of the layout of the permanent work and not the manner in which the work is carried out, shall be so removed or altered at the direction and at the expense of the employer.

Site Meetings

Throughout the project period, site meetings will be held regularly at the contractor's office at agreed time and date to discuss the progress of the work schedule for the ensuing duration, method of construction, procurement, transportation, labour etc.

The meeting can be called at any time at the request of the contractor or the Engineer.

Quality of Materials and Workmanship

The materials and workmanship shall be of the best of their respective kinds and shall be to the approval of the Engineer. "To the approval of the Engineer" while reading this specifications shall be deemed to be included in the description of all materials incorporated in the works, whether manufactured or natural and in the description of all operations for the due execution of the works.

Spoil Site

Tipped refuse found or accruing on site from the operations of the contractor shall be removed or disposed off in a spoil heap to be provided by the council.

Excavation of Drainage trenches of greater width and depth than necessary

The contractor shall not be entitled to payment in respect of excavation to any greater extent, whether horizontally or vertically, than is necessary to receive any structure for which the excavation for working space, timbering or other temporary work. Excavation to a greater width or depth than directed shall be made good with suitable materials to the specification of the Engineer at the contractor's expense.

Concrete Works

This Clause covers the materials, mixes, mixing, transport, placing, compaction and curing of concrete and mortar required for the works. It also covers formwork and reinforcement for concrete. The works should conform to the requirements of standard specifications for roads and bridge construction 1986 Ministry of Works and the contractor should make reference to the same. The Engineers instruction should prevail at all times in respect to any section of the work under this contract.

Masonry

All masonry works shall be constructed from building stone as directed by the Engineer.

For culverts headwalls and other small drainage works, the stone shall, unless otherwise specified, be rough dressed.

Workmanship

The contractor shall set out the work properly.

Stones shall be soaked before use and the lined drains, headwalls kept wet as work proceeds.

The stones shall be properly bonded so that no vertical joint in a course is within 115mm of a joint in the previous course.

The stone shall be bedded and jointed in mortar 1 to 3 in accordance with the relevant requirement of this specification with beds and joints 9 mm thick flushed up and grouted solid as the work proceeds.

All masonry work shall be cured in accordance with the requirement of curing concrete.

Precast Concrete Units

To conform to the standard specification for roads mentioned in 2:6:0 and 2:3:0, 2:1 1:3, 2:1 1:4

Cement Mortar

Shall consist of proportions by weight or volume of natural sand and cement. The constituent materials shall be accurately gauged and mixed in an approved manner.

Cement mortar shall be made in shall quantities only as and when required, and any mortar which has begun to set or which has been mixed for a period of more than one hour shall be rejected.

DRAINS

Concrete Slab as Drain Cover

Precast concrete slabs for covering of drain shall be manufactured to the detail issued by the Engineer from concrete Class 20/10 using fabric/mesh reinforcement and using maximum 12 mm size aggregate.

If required, cube test certificates shall be supplied by the manufacturer. Slabs can also be picked at random and crushing strength test carried out on them.

Excavation for drains and culverts.

The ground shall be excavated to the lines and depth shown on the drawings or such other lines as the Engineer may direct. Excavation taken out to a greater depth or width than is necessary shall be filled to the required level with approved materials as specified for the culverts or lining bed at the contractors own cost. Trenches shall be of sufficient width to enable culverts to be laid and jointed properly for culverts greater than 300 mm diameter, the width of trench shall be the culvert diameter plus 400 mm. When any excavation has been taken out and trimmed to the levels and dimensions shown or drawings or directed by the Engineer, the Engineer shall be informed accordingly so that he may inspect the completed trench and no excavation shall be filled in or covered with concrete until it has been so inspected and the contractor has been authorised to proceed with the work. All surplus materials from such excavations not required for refilling shall be carted away to tips, or otherwise, disposed of as directed.

The rate of excavation in the bill of quantities shall include for keeping the trench dry and for all timbering, storing and supporting of the sides that may be required. The price inserted for culverts in the bill of quantities shall include for providing, laying and jointing of pipes.

Drains to be left clean on completion

On completion, all drains, culverts etc shall be cleaned or flushed from end to end and left free and clean from any obstructions.

Completion of drainage Works

All closed or open storm water drainage system shall be completed in advance of any other construction work for example patching of pothole, reconstruction of base or sub-base.

Surrounding or haunching of culverts

Surrounding or haunching of culverts shall be carried out using concrete Class 15/20 in carrying out this work the contractor shall take care to pack the concrete shall not be thrown directly on to the culverts.

The upper surface of concrete shall be struck off with a wooden trowel or template and neatly finished off.

The rates shall include for any formwork that the contractor required to use under this item.

Extent of Contract

The extent of the contract is defined in the specifications and Bills of Quantities

Order of Works

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 roadwork inclusive of all drainage 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 incomplete roads, drains provided always that the works so executed is within the scope of this contract.

Notice of Operations.

No operation shall be carried out without the full and complete notice having been given to the Engineer by the contractor sufficiently in advance of the time of operation to enable the Engineer to make such arrangements as he deem necessary for its inspection and checking.

The contractor shall give the Engineer not less than one (1) full working days notice in writing of his intention to set out or give levels for any part of the drain in order that arrangements may be made for inspection and checking. See Appendix e. For notification and request for inspection form.

SECTION E: STANDARD FORMS

FORM OF BID

[Date] _____

COUNTY SECRETARY,
COUNTY GOVERNMENT OF UASIN GISHU
P.O. BOX 40 - 30100
ELDORET

Dear Sir,

RE: TENDER No. _____

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kenya Shillings: _____

_____ [Amount in Words]

{(KShs. _____) [Amount in Figures]}

2. We undertake, if our bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence and to complete the whole of the Works comprised in the Contract within _____ **Weeks**.
3. We agree to abide by this Bid for a period of **Ninety - (90) days** from the closing date of submissions and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a Formal Agreement is prepared and executed, this Bid together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____ duly authorised to sign bids for and on behalf of

_____ [Name of Bidder]

of _____ [Address of Bidder]

Witness:

Name and Address _____

Signature _____

Date: _____

FORM OF AGREEMENT
(Only the successful bidder shall sign this form)

THIS AGREEMENT, made this _____ day of _____ 20 _____ between County Government of Uasin Gishu of P.O. Box 40 - 30100, Eldoret (hereinafter called "the Employer") of the one part

AND

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

WHEREAS THE Employer is desirous that the Contractor executes works as stipulated under Tender No.....(hereinafter called "the Works") located within the Uasin Gishu County and the Employer has accepted the bid submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kenya Shillings:

_____ (Amount in Words)
{KShs. _____} (Amount in Figures).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Bid
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such

other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed Sealed, and Delivered on behalf of the Employer

(COUNTY SECRETARY, COUNTY GOVERNMENT OF UASIN GISHU)

For and on behalf of the said Employer

In the presence of _____

(CHIEF OFFICER, MINISTRY OF ROADS, TRANSPORT AND PUBLIC WORKS)

Signature _____

Date _____

In the presence of _____

(Name and Designation)

(Signature of Witness)

(Address of witness)

Signed Sealed, and Delivered on behalf of the Contractor

In the presence of _____

(Name and Address of witness)

(Date)

Signature of witness _____

APPENDIX TO FORM OF AGREEMENT

This Appendix to Form of Agreement forms part of the Agreement.

(Note: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information before submitting his offer.)

Item	Sub-clause	Data
Time for Completion	1.1.9	-----6----- Months,
Priority of Documents	1.3	The documents forming the Contract shall be interpreted in the following order of priority: <ul style="list-style-type: none"> • the Contract Agreement and Appendix • the Letter of Acceptance • the Form of Tender • the Conditions of Contract, Part II - Conditions of Particular Application • the Conditions of Contract, Part I - General Conditions of Contract • the Specifications • the Drawings, • the Priced Bill of Quantities
Law of Contract	1.4	Laws of the Republic of Kenya
Language	1.5	English
Provision of Site	2.1	On Commencement Date
Authorised Person	3.1	COUNTY SECRETARY. P. O. Box 40 - 30100, ELDORET
Name and Address of Employer's Representative	3.2	CHIEF OFFICER P. O. Box 40 - 30100, ELDORET.
Penalty to the Contractor for Employer paying workers on his behalf	4.1.8	10% of the amount paid to the workers.
Performance Security Amount	4.4	Not Required.
Form of Bid	4.4	N/A No Bank Guarantee or Insurance Bond Required
Requirements of Contractors Design	4.4	
	5.1	Not applicable
Programme ⇒ Time of Submission	7.2	Within 14 days of Commencement Date

Item	Sub-clause	Data
⇒ Form of Programme	7.2	Bar chart
⇒ Interval Updates	7.2.2	
Liquidated Damages Amount payable due to failure to complete	7.4	0.01% of Contract Price per Day to a limit of 5% of Contract Price.
Percentage of Retention	11.4 and 11.5	Nil
Maximum Amount of Advance Payment	11.3.1	Nil.
Form of Guarantee for Advance Payment	11.3.1	Bank Guarantee or Insurance Bond
Valuation of Works	11.1.3	Re-measurements with Bills of Quantities
Repayment Schedule for Advance Payment	11.3.2	0.1 % instalments from thecertificates.*
Minimum Amount of Interim Payment	11.3.3	40% of the Contract Price excluding contingencies*
Currency of Payment	11.7	Kenya Shilling
Rate of Interest	11.8	Simple Interest at a rate of 2% above means Base Lending Rate as issued by the Central Bank of Kenya.
Insurance	14.1	Required
Insurance ⇒ The Works, materials plants & fees ⇒ Contractor's Equipment ⇒ Third party injury to persons and damage to property ⇒ Workers compensation ⇒ Other cover	14.1	Amount of Cover The Contract Price stated in the Agreement +15%. Full replacement cost.****
Arbitration ⇒ Rules ⇒ Appointing Authority ⇒ Place of Arbitration	15.3 15.3 15.3	CAP 49 of the Laws of Kenya Chairman Chartered Institute of Arbitrators, Kenya Branch. County Headquarters

* Employer to fill as appropriate

**Contractor to fill as appropriate

FORM OF PERFORMANCE BOND

(BANK GUARANTEE)

(Bidders submitting a banker's cheque need not to sign this form)

_____ (Date)

COUNTY SECRETARY,
COUNTY GOVERNMENT OF UASIN GISHU
P.O. BOX 40 - 30100
ELDORET

Dear Sir,

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of _____ dated _____ to execute _____ (Hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Reputable Bank or a banker's Cheque for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kenya Shillings _____
_____ (Amount of Guarantee in Words)

{Kenya Shillings _____ (Amount of Guarantee in Figures)},
and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in Words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Location (Town) _____

Branch _____

Address _____ Date _____

QUALIFICATION INFORMATION

(All bidders shall complete this form otherwise, their bids shall be considered as non-responsive)

1. Individual Bidders or Individual Members of Joint Ventures

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

Place of registration: _____

Principal place of business _____

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

Year	Volume

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

Name of Project and Year	Name of Client and Contact Person	Type of Work Performed and Year of Completion	Value of Contract (KShs.)

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

Item of Equipment	Description, Make and age (Years)	Condition (New, Good or Poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)

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

Position	Name	Years of experience (General)	Years of experience in proposed position
Project Manager			
Site Agent			
etc.			

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

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

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

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

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

BID QUESTIONNAIRE

Please fill in block letters.

1. Full names of bidder;

2. Full address of bidder to which bid correspondence is to be sent (unless an agent has been appointed below);

3. Telephone number (s) of bidder;

4. Telex of bidder;

5. Name of bidder's representative to be contacted on matters of the bid during the bid period;

6. Details of bidder's nominated agent (if any) to receive bid notices. This is essential if the bidder does not have his registered address in Kenya (name, address, telephone, telex);

Signature of Bidder

Make copy and deliver to: _____ (*Name of Employer*)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 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; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

(Attach copies of the following)

Current Single Business Permit No..... Expiring date.....

PIN Certificate No. VAT Certificate No.

Maximum value of business that you can handle at any time:

KShs.

Name of your bankers.....

Branch.....

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:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3

Part 2 (c) – Limited Company

Public or Private

Give details of partners as follows: ~

Name in full Nationality Citizenship Details Shares

1

2

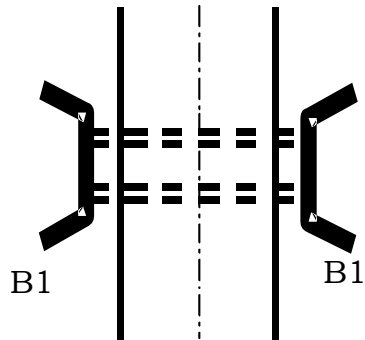
3

CONTRACT DRAWINGS

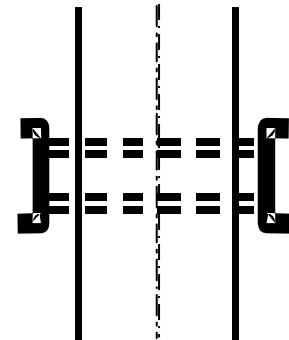
FIGURE C.7 - CULVERT ENTRY / EXIT STRUCTURE TYPES	C-7
FIGURE C.8 - HEADWALL TYPE 1 (HEAD AND WINGWALLS)	C-8
FIGURE C.9 - HEADWALL TYPE 2 (DROP INLET)	C-9
FIGURE C.10 - HEADWALL TYPE 3A (CONCRETE BLOCK HEADWALLS)	C-10
FIGURE C.11 - HEADWALL TYPE 3B (STONE MASONRY HEADWALLS)	C-11
FIGURE C.12 - HEADWALL TYPE 4 (ACCESS CULVERT)	C-12
FIGURE C.13 - BEDDING AND HAUNCH PROFILES TYPES I & II	C-13
FIGURE C.14 - BEDDING AND HAUNCH PROFILES TYPES III & IV	C-14
FIGURE C.15 - ACCESS DRIFT	C-15
FIGURE C.16 - TRAFFIC SIGNS	C-16
FIGURE C.17 - BILLBOARD	C-17

FIGURE C.7 - CULVERT ENTRY / EXIT STRUCTURE TYPES

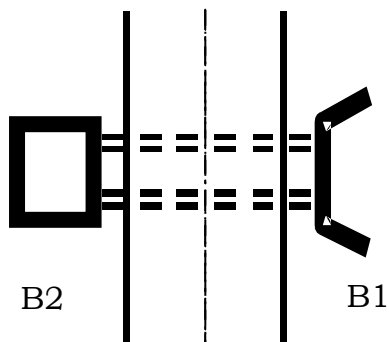
TYPE 1 (ENTRY AND EXIT)



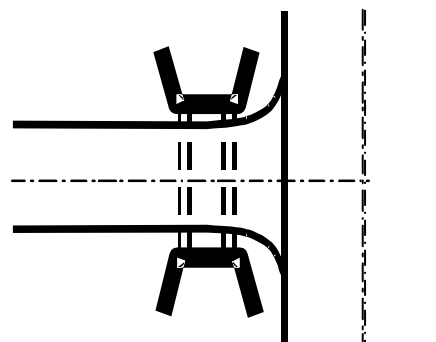
TYPE 3 (ENTRY AND EXIT)



TYPE 2 (ENTRY ONLY!)



TYPE 4 (ENTRY AND EXIT ON ACCESS)



NOTE:

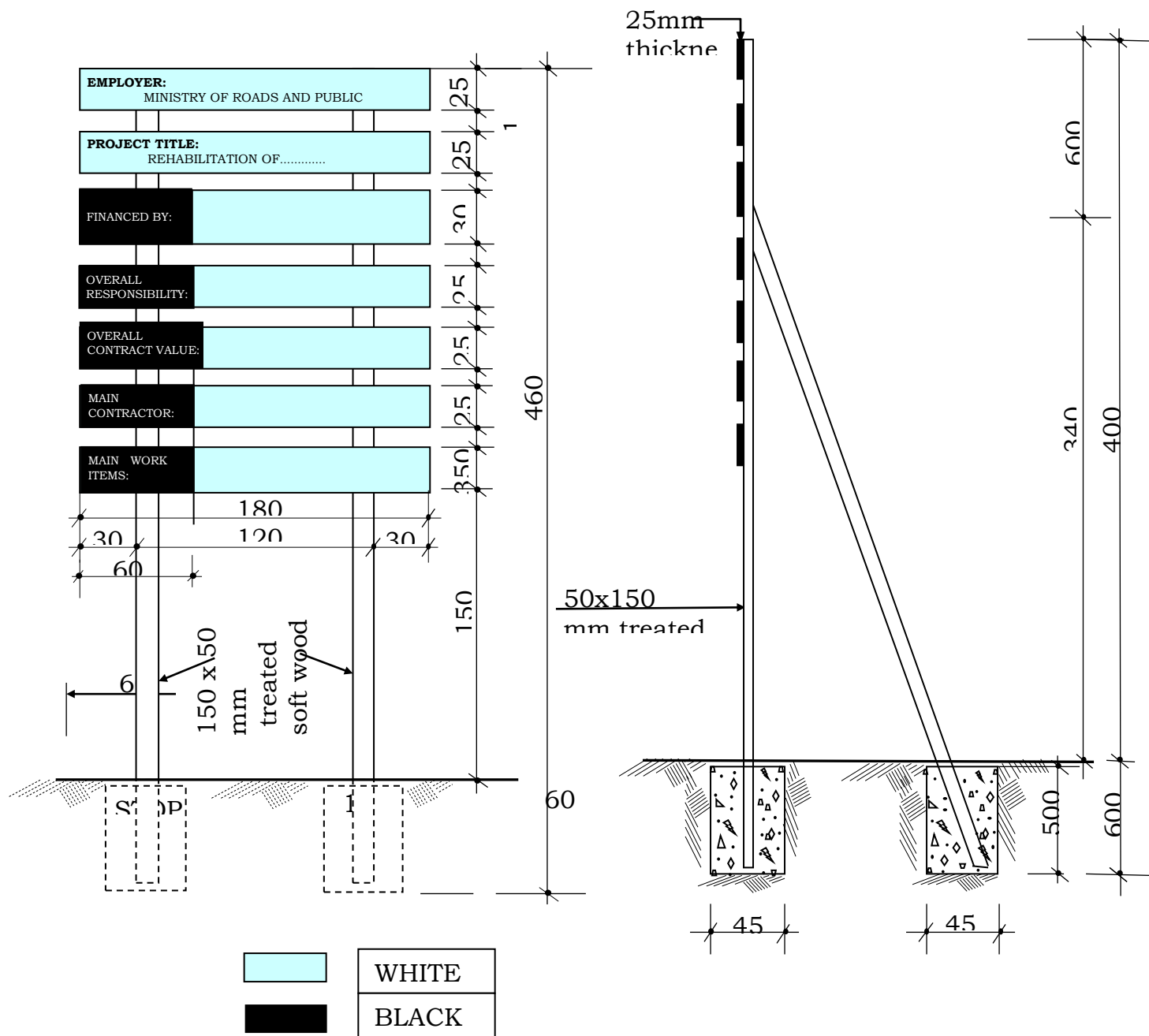
Coding system has been used in describing the standardised designs of the various culvert entry and exit structures. The code names consist of a number

to specify shape and function as elaborated in above while the used construction materials are identified through an alphabetic symbol as follows:

- A = Concrete block
- B = Stone masonry
- C = Dressed stones

An example code of "B2" would therefore stand for a drop inlet type structure to be built in stone masonry.

FIGURE C.17 - PUBLICITY SIGNBOARD



NOTES

BLACK
 WHITE
 RED

1. The wording of the project signboard and the location to be installed to be as directed by the Engineer
2. Materials to be used for fabrication of signboard shall be pressure impregnated treated softwood timber sizes as indicated in the drawing
3. Wording boards to be nailed to the posts using nails.
4. Project board posts and struts to be embedded in concrete ratio 1:2:4

SECTION F: BILLS OF QUANTITIES

A. PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the instructions to Bidders, General and Special Conditions of Contract and Technical Specifications.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as jointly measured by the contractor and the appointed Engineer's Representative and approved by the Engineer and valued at the rates and prices Quoted in the priced Bill of Quantities where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices Quoted in the priced Bill of Quantities shall, except insofar as it is otherwise under the Contract include, maintenance, insurance, profit, together with all general risks, liabilities and obligations set out or implied in the Contract. They shall also include the cost of transport and cell phone services for the Engineer's Supervisory staff for smooth and effective implementation of the works
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be deemed covered under the Contract Price.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Works.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. The method of measurement of completed work for payment shall be in accordance with the Directions for Measurement and Pricing included in the Standard Specification and Directions for Measurement and Pricing for Roads and Bridge Construction published by the Ministry of Transport and Communications Kenya, except where these Directions are specifically varied by the Special Specification.
8. Errors will be corrected in accordance with Clause 5.4 of the "Instructions to Bidders".
9. The following abbreviations were used in the Bill of Quantities:

<u>Unit</u>	<u>Abbreviation</u>
Millimetre	mm
Metre.....	m
Square Metre.....	m ²
Cubic Metre.....	m ³
Lump Sum.....	Sum
Kilometre	Km
Kilogram	Kg
Litres	Lts.

Bill of Quantities

Ward: Ainabkoi/Olare

Road Name: Burnt Forest Township

Contract No. UGC/RDS/RMLF/046/2018/2019

Bill No.1 General: Office administration and overheads/Preliminaries

Item No.	Description	Units	Quantity	Rate	Amount KSh
1.1	Allow a prime cost for attendance to the RE,s supervisory staff including overtime	PC	1	250,000.00	250,000.00
	Include percentage of PC sum in item 1.1 for contractors overhead and profit	%	250,000.00		
1.2	Provide and install publicity post	NO.	1	30,000.00	30,000.00
1.3	Allow a prime cost of sum for materail testing as directed by the Engineer	PC	1	50,000.00	50,000.00
	Extra over 1.03 or profits and overheads	%	50,000.00		
Total Carried Forward to Summary:					

Bill of Quantities

Ward: Ainabkoi/Olare

Road Name: Burnt Forest Township

Contract No. UGC/RDS/RMLF/046/2018/2019

Bill No.2 Site clearance

Item No.	Description	Units	Quantity	Rate	Amount KSh
2.1	Site clearance as directed by Engineer	M ²	8000		
Total Carried Forward to Summary:					

Bill of Quantities

Ward: Ainabkoi/Olare

Road Name: Burnt Forest Township

Contract No. UGC/RDS/RMLF/046/2018/2019

Bill No.8 Culvert and Drainage Works

Item No.	Description	Units	Quantity	Rate	Amount KSh
	<u>600MM DIAMETER</u>				
8.1	Excavate for 600mm diameter concrete culverts and cart away any surplus material to spoil depth not exceeding 1.5metres	M ³	102.66		
8.2	Provide a 600mm diameter balloon for culvert works include for the necessary shuttering or formwork as instructed.	M	77.00		
8.3	Provide all the materials, mix, place and compact concrete class 20/20 as 150mm thick beds to 600mm diameter concrete pipes.	M ³	8.25		
8.4	Provide all the materials, mix, place and compact concrete class 25/20 as 200mm thick surround and haunch to 600mm diameter concrete pipes.	M ³	29.70		
8.5	Ditto as standard concrete headwalls, wingwalls and aprons to 600mm diameter concrete pipes. Include for the necessary shuttering or formwork. Concrete class 25/20	M ³	6.35		
	<u>900MM DIAMETER</u>				
8.6	Excavate for 900mm diameter precast concrete pipes and cart away any surplus material to spoil depth not exceeding 1.5metres	M ³	14.50		
8.7	Provide 900mm diameter balloon for culvert works include for the necessary shuttering or formwork as instructed	M	7.00		
8.8	Provide all the materials, mix place and compact concrete class 20/20 as 150mm thick beds to 900mm diameter concrete pipes	M ³	1.50		
8.9	Provide all the materials, mix place and compact concrete class 25/20 as 200mm thick surround and haunch to 900mm diameter concrete pipes	M ³	5.00		
8.10	Ditto as standard concrete head walls, wingwalls and aprons to 900mm diameter PCC pipes. Include for the necessary shuttering or formularwork. Concrete Class 25/20	M ³	1.50		
	-	-	-	-	
	Total Carried Forward to Summary:				

Bill of Quantities

Ward: Ainabkoi/Olare

Road Name: Burnt Forest Township

Contract No. UGC/RDS/RMLF/046/2018/2019

Bill No.12 Natural Material Subbase and Base

Item No.	Description	Units	Quantity	Rate	Amount KSh
	No overhaul will be paid for seperately under this item and the cost of hauling will be deemed to have been included in the rates. The rates inserted shall include all items as listed in method-A of measurement in the standard specifications				
10.1	Provide, place, water, process and compact to 95% MDD (AASHTO T180) natural gravel (Base quality) for subbase	m ³	1600		
Total Carried Forward to Summary:					

Bill of Quantities

Ward: Ainabkoi/Olare

Road Name: Burnt Forest Township

Contract No. UGC/RDS/RMLF/046/2018/2019

Bill No.15 Bituminous Surface Treatment and Surface Dressing

Item No.	Description	Units	Quantity	Rate	Amount KSh
	NOTE: No haulage will be paid for aggregates, bitumen or the premix. The cost for haulage shall be included in the rates. Rates to be inclusive of fines.				
15.01	Provide and spray bituminous binder type MC30 (prime coat) at a rate of 0.8 - 1.2 l/m ² on the prepared part of the carriageway.	Litres	2,200		
Total Carried Forward to Summary:					

Bill of Quantities

Ward: Ainabkoi/Olare

Road Name: Burnt Forest Township

Contract No. UGC/RDS/RMLF/046/2018/2019

Summary

Bill No.	Description	Units	Quantity	Rate	Amount KSh
1.0	General: Office administration and overheads/Preliminaries				
2.0	Site clearance				
5.0	Earthworks				
8.0	Culvert and Drainage Works				
12.0	Natural Material Subbase and Base				
15.0	Bituminous Surface Treatment and Surface Dressing				
	<i>Sub Total</i>				
	<i>Add VAT @ 16 %</i>				
	Total Amount:				