COUNTY GOVERNMENT OF WEST POKOT

TENDER DOCUMENT

FOR

TENDER NO: CGWP/RMLF/020/2020-2021
TENDER NAME: PROPOSED IMPROVEMENT AND MAINTENANCE OF KASEI-CHEBURWO-CHESPEN ROAD

IFMIS NEGOTIATION NO: 845382

TENDER CLOSING DATE: 26TH FEBRUARY 2021

TENDER CLOSING TIME: 12:00 NOON

(ALL CATEGORY)

PREPARED BY:
COUNTY ROADS ENGINEER,
TRANSPORT AND INFRASTRUCTURE
WEST POKOT COUNTY
P.O.BOX 349-30600
KAPENGURIA

ISSUED BY:
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TRANSPORT AND INFRASTRUCTURE
COUNTY GOVERNMENT OF WEST POKOT
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SECTION I: INVITATION TO TENDER

IFMIS NEGOTIATION NO: 845382

TENDER NAME: PROPOSED IMPROVEMENT AND MAINTENANCE OF KASEI-CHEBURWO-CHESPEN ROAD

West Pokot County Government invites sealed bids from interested contractors for;

PROPOSED IMPROVEMENT AND MAINTENANCE OF KASEI-CHEBURWO-CHESPEN ROAD

Tendering will be conducted through the open tender procedures specified in the and the Public Procurement and Asset Disposal Regulations, 2020, Public Procurement and Asset Disposal Act 2015.

Funding: Kenya Roads Board (KRB) Through County Government of West Pokot.

The detailed breakdown of the requirements can be obtained in the bill of quantities stipulated in this bid document.

1.1 Interested eligible bidders MUST meet all the conditions as indicated in the tender document and can view and download the documents free of charge from the county website (www.westpokotcounty.go.ke) National Government tenders portal (http://tenders.go.ke) or at the IFMIS tender portal: (www.supplier.treasury.go.ke) using the unique IFMIS negotiation number indicated above.

1.2 Completed tender documents MUST be submitted through the IFMIS SUPPLIER PORTAL: (www.supplier.treasury.go.ke) so as to be received on or before the date and time indicated in the IFMIS PORTAL.

Note:

1. Please note that MANUAL SUBMISSION WILL NOT BE ACCEPTED. All tenders Must be submitted through the IFMIS Supplier Portal

1.3 Original Bid Security from a reputable bank or insurance company must be delivered at the office of Head of supply chain Management during office working hours only on or before the closing date and Time.

1.4 Interested and eligible bidders having challenges uploading their tender documents in the integrated management system (IFMIS) Supplier portal may obtain assistance from IFMIS Desk on 0800721477/0202480180 at the National treasury.

1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (150) days from the closing date of the tender.

HEAD, SUPPLY CHAIN MANAGEMENT SERVICES
COUNTY GOVERNMENT OF WEST POKOT
FOR: ACCOUNTING OFFICER(S)
SECTION II: INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER
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 Form of 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 Government of Kenya through the Road Maintenance Levy Fund.

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

Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract, and

Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a government contract if 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 National Construction Authority (NCA) as a road works contractor is mandatory.

4.2 Bidders shall not have a conflict of interest. Bidders shall be considered to have conflict of interest, if they participated as a consultant in the preparation of the design, documentation or technical specifications of the works that are the subject of this bidding other than as far as required by the Employer.

4.3 A firm that is under a declaration of 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 from a bank and availability of other financial resources
(b) financial predictions for the current year and the two subsequent years, including the effect of known commitments
(c) work commitments
(d) current litigation information; and
(e) availability of critical equipment

5.3 Bidders shall also submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the bidders’ proposals to meet the technical specifications and the completion time referred to in Clause 1.2 above.

6 ONE BID PER BIDDER

6.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified.
7 COST OF BIDDING
7.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8 SITE VISIT
8.1 The bidder is informed that pre-bid conference and site visit shall not be organized by the employer. The tenderer is advised to visit and examine the site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract.

8.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, 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 Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

8.4 Each tenderer shall complete the Certificate of Tenderer’s Visit, to the Site after voluntary Site visit.

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 10:

(a) Invitation to Bid
(b) Instructions to Bidders and Conditions of Tender
(c) Appendix to Instruction to Tenderers
(d) Conditions of Contract - Part I
(e) Conditions of Contract - Part II
(f) Road Maintenance Manual (May 2010 Edition)
(g) Standard Specifications
(h) Special Specifications
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.

9.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as “private and confidential”.

10 CLARIFICATION OF BIDDING DOCUMENTS

10.1 The prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing, cable or by e-mail (hereinafter the term cable is deemed to include telex 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 7 days prior to the deadline for the submission of bids. Copies of the Employer’s response to queries raised by bidders (including an explanation of the query but without identifying the sources of the inquiry) will be sent to all prospective bidders who will have purchased the bidding documents.

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 9.2 and shall be communicated in writing or cable to all purchasers of the bidding documents. Prospective bidders shall promptly acknowledge receipt of each Addendum in writing or by cable to the Employer.

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.
A. 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 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 calendar 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 SECURING DECLARATION

17.1 The bidder shall furnish, as part of his bid, a duly filled and signed bid Securing Declaration Form as shown in the Appendix to instruction to tenderers.

17.2 The bid securing declaration shall be in the format and in accordance with bid securing declaration form included in Section 3. The bid securing declaration 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 Error! Reference source not found.

17.3 Any bid not accompanied by an acceptable bid securing declaration will be rejected by the Employer as non-responsive.

17.4 The bid securing declaration of unsuccessful bidders will expire either 28 days after the expiration of the period of bid validity or upon receipt of copy of notification of award to successful bidder whichever comes earlier.

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

17.6 The bidder shall automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of 5 years starting on the date of expiration of tender validity period, if:

(a) a bidder withdraws his bid, except as provided in Sub-Clause 23.2.

or

(b) 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 FORMAT AND SIGNING OF BIDS

19.1 The bidder shall prepare one original of the documents comprising the bid as described in Clause Error! Reference source not found. 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 another copy of the bid clearly marked “COPY OF ORIGINAL”. In the event of discrepancy between them, the original shall prevail.

19.2 The original and copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub-Clause 5.1(a) 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.

19.3 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.

B. SUBMISSION OF BIDS

20 SEALING AND MARKING OF BIDS

20.1 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.

20.2 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 20.2, 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 22.1, and for matching purposes under Clause 23.

20.3 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.

21  DEADLINE FOR SUBMISSION OF BIDS
21.1  Bids must be received by the Employer at the address specified in Sub Clause 20.2 not later than the date indicated in the tender notice.

Tenders delivered by hand must be placed in the “tender box” provided in the office of the employer.

Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

21.2  The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in accordance with Clause 10 in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

22  LATE BIDS
22.1  Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 21 will be returned unopened to the bidder.

23  MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS
23.1  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.

23.2  The bidder’s modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 20, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

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

23.4  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.

C.  BID OPENING AND EVALUATION

24  BID OPENING
24.1  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 letter of invitation. The bidders' representatives who are present shall sign a register evidencing their attendance.
24.2 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 23 shall not be opened.

24.3 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.

24.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 24.3.

24.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

25 PROCESS TO BE CONFIDENTIAL

25.1 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.

26 CLARIFICATION OF BIDS AND CONTACTING OF THE EMPLOYER

26.1 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.

27 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

27.1 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.

27.2 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.

27.3 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.

28 CORRECTION OF ERRORS
Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will NOT be corrected by the Employer. Any bid found to have arithmetic errors shall be disqualified.

29 EVALUATION AND COMPARISON OF BIDS
29.1 The Employer 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.
29.2 The Employer will then evaluate and compare only the bids determined to be substantially responsive in accordance with Clauses 27 and 28.
29.3 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
29.4 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

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: -
Average annual turnover for the last 2 years - **Kshs. 15,000,000.00**
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, for which at least one was located in an ASAL environment in Kenya.
31.3 Personnel Capabilities. The Applicant should list down personnel of minimum qualification of Ordinary Diploma in Civil Engineering for Site Agent, Ordinary Diploma for the surveyor and other supervisory staff.

31.4 Equipment Capabilities. The Applicant should list down, the plants and equipment that are in his ownership and the ones proposed for hire which should be suitable for executing contract works. – Applicants must attach evidence of ownership or hiring arrangements.

31.5 Cash flow statement. The Applicant should demonstrate that the firm 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 at 20% of the estimated tender sum.

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

32. FINANCIAL EVALUATION
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.

33. AWARD OF CONTRACT
AWARD
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.

34. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
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.

35. NOTIFICATION OF AWARD
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").

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.

36. SIGNING OF AGREEMENT
Within 21 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.

37. PERFORMANCE SECURITY
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. The form of performance security provided in Section 9 of the bidding documents shall be used.

The successful bidder shall provide a performance security in the form of an Unconditional Bank Guarantee from a reputable bank located in Kenya.

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 forfeiture of the bid surety; in which event the Employer may make the award to another bidder or call for new bids.

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

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.

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<td>1.1</td>
<td>Eligibility</td>
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<td>1.4</td>
<td>Incorporation &amp; Registration</td>
<td>Pursuant to sub-clause 4.1 the following shall be provided;</td>
<td>Must meet requirement</td>
<td>Section 2, Schedule 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- 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 authorised to do business in Kenya</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Proof of registration with the National Construction Authority (NCA) in the categories indicated in the tender notice.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Historical Contract Non-Performance</td>
<td></td>
<td>Must meet requirement</td>
<td>Section 2, Schedule 5</td>
</tr>
<tr>
<td>2.1</td>
<td>History of Non-Performing Contracts</td>
<td>Non-performance of a contract did not occur within the last five (5) 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 the applicant have been exhausted.</td>
<td>Must meet requirement</td>
<td>Section 2, Schedule 5</td>
</tr>
<tr>
<td>No.</td>
<td>Subject</td>
<td>Requirement</td>
<td>Bidder</td>
<td>Submission Requirements</td>
</tr>
<tr>
<td>-----</td>
<td>---------</td>
<td>-------------</td>
<td>--------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>2.2</td>
<td>Pending Litigation</td>
<td>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.</td>
<td>Must meet requirement</td>
<td>Section 2, Schedule 10</td>
</tr>
</tbody>
</table>

### 3. Financial Situation

3.1 Financial Performance

- Submission of audited balance sheets or other financial statements acceptable to the Employer, for the last two [2] years and authenticated bank statement for the last six (6) months to demonstrate:
  - the current soundness of the applicant's financial position and its prospective long-term profitability, and
  - capacity to have a cash flow equivalent to 20% of the tender sum

Must submit as required and bidders who meet the requirement are marked YES, those that do not meet are marked NO

Attach evidence on the requirement of Section 2, 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. Non-adherence to this to part a, b and c leads to disqualification.

3.2 Average Annual Construction Turnover

- Average annual construction turnover of Kshs. 15,000,000.00 (Seventeen Million) calculated as total certified payments received for contracts in progress or completed, within the last two [(2)] years

Must submit as required and bidders who meet the requirement are marked YES, those that do not meet are marked NO

Section 2, Schedule 8

### 4. Experience

4.1(a) General Construction Experience

Experience under construction contracts in the role as a main contractor or subcontractor for at least the last five [5] years prior to the applications submission deadline

Must submit as required and bidders who meet the requirement are marked YES, those that do not meet are marked NO

Section 2, Schedule 6A
<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Requirement</th>
<th>Bidder</th>
<th>Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2(b)</td>
<td>Specific Construction Experience</td>
<td>Participation as a roads contractor, management contractor or subcontractor, in at least three (3) contracts each with a value of at least Kshs. 8,000,000.00 (Eight Million) successfully and substantially completed. One (1) of the contracts should be in a ASAL areas and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section 2.</td>
<td>Must submit as required and bidders who meet the requirement are marked YES, those that do not meet are marked NO</td>
<td>Section 2, Schedule 6A</td>
</tr>
</tbody>
</table>

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. | Must submit as required and bidders who meet the requirement are marked YES, those that do not meet are marked NO | Section 2, Schedule 6B |

6. Site Staff

<p>| HQ Staff | The site staff shall posses minimum levels of qualifications set below; Qualification = Diploma in Civil Engineering/Building construction | Must submit as required and bidders who meet the requirement are marked YES, those that do not meet are marked NO | Section 2, Schedule 5 |
| Site Agent | Qualification = Degree in Civil Engineering General Experience = 5 yrs Specific Experience = 3 Yrs | | |
| Foreman | Qualification = Dip. Civil Engineering General Experience = 3 yrs Specific Experience = 2 Yrs | Must submit as required and bidders who meet the requirement are | |</p>
<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Requirement</th>
<th>Bidder</th>
<th>Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Site Surveyor</td>
<td>Qualification = Diploma in Survey General Experience = 3 yrs Specific Experience = 2 Yrs</td>
<td>marked YES, those that do not meet are marked NO</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLANT AND EQUIPMENT</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>See description below in Schedule 7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work Methodology</td>
<td>Submission of a brief work methodology and a proposed resource work programme with superimposed cash projection. Work programme to be done in A3 paper in accordance with sub-clause 5.3</td>
<td>Must submit as required and bidders who meet the requirement is marked YES, those that do not meet are marked NO</td>
<td>Section 2</td>
</tr>
<tr>
<td></td>
<td>Business permit and office location</td>
<td>Should have a physical address and Current business Permit</td>
<td>Must submit as required and bidders who meet the requirement is marked YES, those that do not meet are marked NO</td>
<td>Section 2, Schedule 1</td>
</tr>
<tr>
<td></td>
<td>Litigation History</td>
<td>The applicant to provide a valid Sworn affidavit for the tender.</td>
<td>Must submit as required and bidders who meet the requirement is marked YES, those that do not meet are marked NO</td>
<td>Section 2, Schedule 10</td>
</tr>
</tbody>
</table>
7. Schedule of the Major Items of Plant/Equipment Available for 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 of ownership /lease. The lease must be current i.e. dated from July, 2020. Leases which are outdated will not be accepted. (*Mandatory minimum number of equipment required by the Employer for the execution of the project that the bidder must make available for the Contract).

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Equipment Details</th>
<th>*Minimum Number Required for the Contract Execution</th>
<th>Compliance Requirement</th>
<th>No of Equipment Owned by the Bidder</th>
<th>No of equipment to be hired/purchased by the Bidder</th>
<th>No. of equipment to be made available for the Contract by the Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>General Plant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Asphalt Concrete patching plant</td>
<td>optional</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Milling Machine</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Asphalt Milling Machine</td>
<td>optional</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Bituminous Plants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bitumen Pressure distributor</td>
<td>optional</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Asphalt concrete paver</td>
<td>optional</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Compactors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vibrating compaction plate 300 mm wide</td>
<td>optional</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vibrating compaction plate 600 mm wide</td>
<td>optional</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Pot hole repair machines</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Colas Sprayer</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pavement Cutter Machine</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Paver Braker Machine</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pedestrian Roller</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Concrete Equipment</td>
<td></td>
<td></td>
<td></td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mobile concrete mixers</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Concrete vibrators</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transport (Tippers, dumpers,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Equipment Details</td>
<td>Minimum Number Required for the Contract Execution</td>
<td>Compliance Requirement</td>
<td>No of equipment to be owned by the Bidder</td>
<td>No. of equipment to be hired/purchased by the Bidder</td>
<td>No. of equipment to be made available for the Contract by the Bidder</td>
</tr>
<tr>
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<td>--------------------------------------------------</td>
</tr>
<tr>
<td>G</td>
<td>water tankers)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4X2 tippers payload 7 – 12 tonnes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6X4 tippers payload 16 – 20 tonnes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8X4 tippers payload 16 – 20 tonnes</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Flatbed lorries</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal for G – tippers &amp; dumpers</td>
<td></td>
<td></td>
<td>3</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Water tankers (18,000 – 20,000 litres capacity)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>optional</td>
</tr>
<tr>
<td>H</td>
<td>Earth – Moving Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wheeled loaders</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Motor graders (93 - 205kW)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Trench excavator</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal for H – Earth moving equipment</td>
<td></td>
<td></td>
<td>1</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Excavators</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hydraulic crawler mounted (7 – 10 tonnes) – 0.25 – 0.4 m³ SAE bucket.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hydraulic crawler mounted (10 – 16 tonnes) – 0.40 – 0.60 m³ SAE bucket.</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Hydraulic wheel mounted (7 – 10 tonnes) – 0.25 – 0.4 m³ SAE bucket.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hydraulic wheel mounted (10 –</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Equipment Details</td>
<td>*Minimum Number Required for the Contract Execution</td>
<td>Compliance Requirement</td>
<td>No of equipment to be owned by the Bidder</td>
<td>No of equipment to be hired/purchased by the Bidder</td>
<td>No of equipment to be made available for the Contract by the Bidder</td>
</tr>
<tr>
<td>---------</td>
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<td>----------------------------------------------------</td>
<td>------------------------</td>
<td>------------------------------------------</td>
<td>-------------------------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>J</td>
<td>16 tonnes) – 0.40 – 0.6 m³ SAE bucket. Live hydraulic wheel mounted back loader (7 – 10 tonnes) – 0.25 – 0.4 m³ SAE bucket.</td>
<td>1</td>
<td>Yes/No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal for I (Excavators)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rollers</td>
<td>I</td>
<td>Yes/No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Self-propelled single drum vibrating (various types)</td>
<td>I</td>
<td>Yes/No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pneumatic rubber tyre (1-2 tonnes/wheel)</td>
<td>I</td>
<td>Yes/No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Double drum vibrating pedestrian roller</td>
<td>Optional</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


Appendix to Instruction to Tenderers

**TABLE 1: PRELIMINARY - EVALUATION CHECKLIST FOR COMPLETENESS AND RESPONSIVENESS OF MANDATORY REQUIREMENTS**

This will involve assessing whether bidders have complied with submission requirements and have also attached certified copies of mandatory eligibility and statutory documents. Evaluation at this stage will be conducted on Yes/No, and bidders are expected to comply with ALL required items so as to proceed to the next stage of evaluation.

<table>
<thead>
<tr>
<th>No.</th>
<th>Completeness and Responsiveness Criteria</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>a) Statutory and General Requirements</strong></td>
<td></td>
</tr>
</tbody>
</table>
| 1.  | Form of Bid                              | - Amount must be indicated  
- Properly fill and sign  
- Tender validity period indicated |
| 2.  | Bid Security                             | - Provide a valid bid security as prescribed **Kes x.00** as in the prescribed format in the tender document |
| 3.  | Confidential Business Questionnaire      | - Properly fill and sign  
- Provide all required information |
| 4.  | Form of Power of Attorney                | - Properly fill and sign  
- Provide copies of National Identification card or Passport. |
| 5.  | Valid Tax Compliance Certificate         | - Copy of Valid certificate **Certified by Commissioner of Oaths** |
| 6.  | Certificate of Incorporation             | - Copy of certificate **Certified by Commissioner of Oaths** |
| 7.  | Eligibility                              | - **Certified** copy of Form CR12 (**Certified by Commissioner of Oaths**)  
- Copies of National ID or passport for all directors |
| 8.  | Code of ethics form                      | - Properly fill and sign |
|     | **b) Technical Mandatory Requirements**  |             |
| 9.  | Registration with National Construction Authority | - Road Works **Category 1 – 8**  
- Copies of Valid certificates and Practicing Licenses **Certified by Commissioner of Oaths** |
| 10. | Litigation History                       | - Fill in information and sign  
- **Or**  
- Provide a sworn statement |
| 11. | Schedule of Major Items of Plant         | - Properly fill and sign |
| 12. | Schedule of Key Personnel                | - Properly fill and sign |
| 13. | Road works Completed Satisfactorily      | - Properly fill and sign |
TABLE 2: POST-PRELIMINARY EVALUATION SCORE

Tenders will be evaluated to ensure that they are substantially responsive to the technical specifications and contract conditions stated in the Tender Document. The determination of a tender’s technical responsiveness will be based on the contents of the tender itself, subject to any clarifications received in the preliminary examination of Tenders. Items of this evaluation will be scored.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>POINT SCORE SCALE</th>
<th>Evaluation Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>EXPERIENCE</td>
<td>Max 40</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Value of related Road works handled in Kshs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Four projects of equal or higher value in the last five years. OR</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Any four (4No) projects of value between 50% and 100% of value. OR</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Any four projects less than 50% value of the tendered works.</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>No submission of project record</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Nature, scope and specificity of Road works handled in the last five years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Four projects of similar nature as per this scope of works OR</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Any four (4No) projects of related nature but not same complexity e.g., water piping, borehole upgrade to solar/electricity and Any hoisted water works OR</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Any four unrelated construction works e.g., buildings etc.</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>No submission in details works undertaken</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>KEY PERSONNEL</td>
<td>Max 20</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Site Agent (Max 10 marks)</td>
<td>Technical qualification (4)</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Technical skill in terms of human resource. Attach CVs and certified copies of academic certificates detailing qualifications of at least (3) key personnel who shall be involved in this assignment. The persons must be working with the organization or sign an undertaking to work with the firm by the time of submitting this tender. Each of the 5 personnel will be evaluated on the following parameters:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
<td>POINT SCORE</td>
<td>SCALE</td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------------------------------------------------</td>
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<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Civil engineer (Max 5 marks)</td>
<td>Technical qualification (2)</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Experience in years (2)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Registration with relevant</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>professional body (1)</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Foreman (Max 5 marks)</td>
<td>Technical qualification (2)</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Experience in years (2)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Registration with relevant</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>professional body (1)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>PLANT AND EQUIPMENT</td>
<td>Max 10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Relevant Equipment</td>
<td>Showing evidence of ownership</td>
<td>0-10</td>
</tr>
<tr>
<td></td>
<td>Lorry/Tipper</td>
<td>Owned/Leased (Max 5 marks)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Concrete mixer</td>
<td>each 0.5 Marks</td>
<td></td>
</tr>
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<td>Poker Vibrator</td>
<td>Listing the required equipment</td>
<td>(0.5 point for each equipment, maximum of five)</td>
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<td>Grader</td>
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<td>d) Average annual Turnover of the last 3 years, which must be above this contract amount</td>
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<td>TOTAL</td>
<td>MAX 100</td>
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The technical evaluation pass mark shall be 70% of which bidders who pass will be subjected to tender price comparisons. (Procuring Entity) 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 blacklisting for all future (Procuring Entity) contracts.
Due Diligence

The Tenderer that shall have quoted the lowest price shall be considered for award after a successful tenderer due diligence whose essence shall be to confirm the correctness of information provided during the bidding process. If the bidder is found to have given false information, the bidder shall be disqualified automatically without further reference to the bidder and in such a case the next second lowest bidder shall be considered subject to the same verification processes.

This will be conducted by either visiting the supplier places where he has supplied/executed similar machinery/works. The supplier shall make necessary arrangements to ensure that the visit is smooth and all queries by the client are addressed.

1.1. Award

The County Government shall award the tender to the bidder that has passed the minimum score under technical evaluation and quoted the lowest price.
SECTION IV: CONDITIONS OF CONTRACT

PART I: GENERAL CONDITIONS OF CONTRACT


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
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 PARTICULAR APPLICATION

SUBCLAUSE 1.1 – DEFINITIONS

Amend this sub-clause as follows:

(i) The “Employer” is the County Government of West Pokot, represented by the Chief Officer – Transport and Infrastructure.
(ii) The “Engineer” is the County Roads Engineer.

(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:

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

(ii) “Quantified site instructions” means Site instructions from the Engineer or his representative to the Contractor instructing him to carry out quantified works drawn from the contract to be carried out within a specified period.

SUBCLAUSE 2.1 - ENGINEER’S DUTIES AND AUTHORITY.

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

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

SUBCLAUSE 2.5 - INSTRUCTIONS IN WRITING

Add at the end of sub-clause 2.5 the following: “The site instructions shall be in the form of quantified site instructions and the contractor shall commence execution of the site instructions within three (3) days and complete within the completion period as stipulated in the instructions.

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:
The Contract Agreement (if completed)
The Letter Of Acceptance;
The Bid and Appendix to Bid;
The Conditions of Contract Part II;
The Conditions of Contract Part I;
The Special Specifications;
The Standard Specification for Road and Bridge Construction, 1986;
The Drawings;
The priced Bills of Quantities
Other documents as listed in the Appendix to form of Bid

SUBCLAUSE 8.2 – SITE OPERATIONS AND METHODS OF CONSTRUCTION

Add sub-clause 8.2(b) at the end as follows:
“The Contractor shall submit to the Engineer Works Methodology not later than 14 days from the date of award of the contract and general description of his proposed arrangements and methods for the execution of the Works. This shall include inter-alia temporary office, buildings, access roads, construction plant and its intended production output, working shift arrangements, labour strength, skilled and unskilled, and supervision arrangements, power supply arrangements, supply of materials including a materials utilization programme, stone crushing, aggregate production and storage, cement handling, concrete mixing and handling, methods of excavation, dealing with water, testing methods and facilities.”

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 28 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 fourteen (14) days from the issuance of order to commence.

The programme shall be in the form of a Critical Path Method Network (CPM network) showing the order of procedure and description of the construction methods and arrangements by which he proposes to carry out the works. It should also be supplemented by a time – bar chart of the same programme.

The programme shall be coordinated with climatic, groundwater and other conditions to provide for the completion of the Works in the instruction and by the time specified. The programme shall be revised on demand by the Engineer or his representative.

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

The various operations pertaining to the works shall be carried out in such a progressive sequence as will achieve a continuous and consecutive output of fully completed road works...
inclusive of all bridge works and culverts within the time limits specified in the Contract and the instructions. Generally the Contractor shall carry out works within the sections stated in the instructions.

The Contractor shall allow in his programme for the following 10 public holidays per calendar year in Kenya.

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

The Contractor should 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.

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

The Employer shall have the right to withhold payment at any time if the contract or fails to submit the programme or revised programme due to his negligence, failure or omission.

SUBCLAUSE 14.3- CASH FLOW ESTIMATE

The cash flow estimates shall be submitted together with the works programme.

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/her 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 have as a minimum an ordinary diploma in civil Engineering or building construction 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 3 years related experience.

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

Site Agent
Site Engineer
Site Surveyor
Foremen

The key staff listed below must have minimum experience set out in Section 5, Part 6:

Site Agent
Site Engineer
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 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:
All quarries and borrow pits shall be filled and landscaped to their original state after extraction of construction material
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
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
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
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:
could not have reasonably foreseen, or
could reasonably have foreseen, but against which he could not reasonably have taken at least
one of the following measures:
prevent loss or damage to physical property from occurring by taking appropriate measures or
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:

The Contractor shall pay rates of wages, observe hours of labour and provide conditions of labour, housing, amenities and facilities not less favourable than those required by the latest Regulation of Wages (Building and Construction Industry) Order as 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.

In the absence of any rates of wages, hours or conditions of labour so established the Contractor shall pay rates of wages and observe hours and conditions of labour which are not less favourable than the general level of wages, hours and conditions observed by other Employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

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.

The Contractor shall recognize the freedom of his employees to be members of trade unions.

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.

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.

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 Roads may determine.

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

SUBCLAUSE 34.5 – RECRUITMENT OF UNSKILLED LABOUR

Any additional unskilled labour which is required by the Contractor for the works and which is not in his employment at the time of the acceptance of the BID shall be recruited by the Contractor from the Labour Exchange or 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 39.2 – DEFAULT OF CONTRACTOR IN COMPLIANCE

Add at the end of Sub-Clause 39.2 the following: “Where the contractor has no pending payments with the employer and the retention funds are less than the value of works to be carried out by the employer, the employer shall apply funds as per clause 10.3”. The contract shall then stand determined clause 63 notwithstanding.
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”.
For the purposes of this clause the quantified site instructions shall be treated as the works and delay in commencement in the instructed works shall constitute breach of contract that will lead to institution of remedies under clause 63 of these conditions.

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.

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.

**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-Clauses 58:

Add the words “or Engineer’s representative” where the word “Engineer” appears in clause 58.

**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 amount as the Engineer may consider fair and reasonable for any Temporary Works for which separate amounts are provided in the Bill of Quantities
- 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 14 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 – RETENTION MONEY AND 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 reasonably 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:

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 Sub clause 60.8, within the time stated in the Appendix to Form Of Bid, after the Engineer has signed the Final Payment Certificate.

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 averaged 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 Sub clause are without prejudice to the Contractor’s entitlements under Clause 69 or otherwise.

SUBCLAUSE 60.11 – CURRENCY OF PAYMENT

The Contract Price shall be designated in Kenyan Currency.

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

SUBCLAUSE 60.12 – ADVANCE PAYMENT

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 63.1 – DEFAULT OF THE CONTRACTOR

SUBCLAUSE 67.1 – ENGINEER’S DECISION

Delete the entire Sub clause 67.1 and add the following;

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

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

If either the Employer or the Contractor be dissatisfied with the any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the 28th (twenty eighth) after the day on which he received the reference, then either the Employer or the Contractor may, on or before the 28th (twenty eighth) day after the day the day on which he received notice of such decision, or on or before the 28th (twenty eighth) day after the day 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".

The Employer’s address is:
The Chief Officer,
County Government of West Pokot
P.O. Box 349-30600
Kapenguria

The Engineer’s address is:
County Roads Engineer,
County Government of West Pokot
P.O. Box 3490-030600
Kapenguria

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

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.

SUBCLAUSE 70.2 – SUB-CONTRACT

(a) If the Contractor shall decide subject to Clause 4 thereof to sub-let any portion of the work he shall incorporate in the sub-contract provisions to the like effect as those contained in sub-clause (1) of this Clause;
(b) If the price payable under a sub-contract as aforesaid is increased above or decreased below the price in such sub-contract by reason of the operation of the incorporated provisions of sub- clause (1) of this clause then the net amount of such increase or decrease shall as the case may be, be paid to or allowed by the Contractor under this contract.

SUBCLAUSE 70.3 – NOMINATED SUB-CONTRACTORS

This clause shall not apply in respect of work executed by any nominated sub-Contractor (fluctuation in relation to nominated sub-Contractors shall be dealt with under provisions in relation thereto which may be included in the appropriate sub-contract or contract of sale).

SUBCLAUSE 70.4 – DATE OF BID PRICING
The expression "the date of BID pricing" as used in this Clause means the date 30 days prior to the final date for submission of BIDs as determined by the Employer in the BID documents.

**SUBCLAUSE 70.5 – PRIME COST**

For imported materials, the supplier's/manufacturer's Prime costs shall be C.I.F. cost at point of entry by the same means of transport as determined by the Contractor's Basic Rate. For locally produced materials, the supplier's or manufacturer's prime costs shall be at their nearest depot or the nearest railway station relevant to the works. For materials that are subject to Government Price Control, payments for price variations will be determined from the difference between the control price in force at a date 30 days prior to the final date for submission of BIDs and the price in force on the date of purchase.

**SUBCLAUSE 70.11 – SUBSEQUENT LEGISLATION**

No payment shall be paid for changes in the prices of the materials and labour.

**SUBCLAUSE 70.8 – CONTRACTORS HEAD OFFICE EXPENSES**

No payments will be made for price variation related to expenses incurred by the Contractor in his Head Office in Kenya, or overseas.

**SUBCLAUSE 70.9 – CURRENCY OF PAYMENTS UNDER CLAUSE 70**

All payments made pursuant to Clause 70 shall be in Kenya Shillings.

**SUBCLAUSE 70.11 – SUBSEQUENT LEGISLATION**

Renumber sub-clause 70(2) of part I as sub-clause 70.11 and add the following:

“Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited as aforesaid if the same shall already have been taken into account in accordance with the provisions of sub-clause 70.1 through 70.10 of these clauses.

**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 Government of Kenya any gift or consideration or any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract to which the Government of Kenya is a party or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Government of Kenya.

(b) Enter into this or any other contract with the Government of Kenya in connection with which commission has been paid or agreed to be paid by or on his behalf or to his knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

Any breach of this condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by anyone employed by him or acting on his behalf in relation to this or any other contract to which the Government of Kenya is a party shall entitle the Employer to determine the Contract (See Condition 63 hereof) and/or to recover from the Contractor the amount or value of any such gift, consideration or commission.

Any dispute or difference of opinion arising in respect of 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 V: SPECIFICATIONS
PART I: STANDARD SPECIFICATIONS

PART II: SPECIAL SPECIFICATIONS

SECTION 1 – GENERAL

- Site clearance
- Cut to spoil for overburden
- Installation of culverts and Gabions
- Grading and Gravelling Works
- Concrete Works (Drift Construction)

Defects Liability Period shall be 3 months.

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.

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 each section 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 tests to be performed.

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).

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's logo shall be printed on backlit sticker paper resistant to the effects of weather using reflectorized paint or material approved by the Engineer. The sticker shall be placed on both sides of the board. The colours, fonts and heights of the letters shall be as indicated on the typical drawings and as directed by the Engineer.

SECTION 4 - SITE CLEARANCE AND TOP SOIL STRIPPING

401 SITE CLEARANCE

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

402 REMOVAL OF TOPSOIL

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

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 EXCAVATIONS 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.

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 COUNTY’s or M.O. R & P. W Department depot.

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: -

In paragraph 6, line 3, and in paragraph 7, line 5 and in paragraph 11, line 6, delete "95%" and insert "100%".

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$^3$ 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.

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.

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$^3$ 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 jointed 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.

Gabions

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

903 MAINTENANCE OF EXISTING ROADS

The Contractor shall when instructed, maintain the existing project road ahead 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.

SECTION 10 – GRADING AND GRAVELLING

1001 GENERAL
Grading covers the works involved in the reinstatement of the road carriageway to the camber by removing the high points and filling up gullies, corrugations and wheel ruts to restore smooth running surface. Gravelling consists of excavation, loading, hauling, spreading, watering and compaction of gravel or softstone wearing course material on the formation of the road carriageway.

Ditch and Shoulder grading
The activity consists of cutting of a V – ditch and reinstating or reforming of the shoulders of road using either Towed or Motor grader.

Carriageway grading

(i) Light grading
This consists of trimming of the carriageway to control roughness and corrugations using either a towed grader or a motorized grader.

(ii) Heavy grading
This consists of scarifying the existing 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 a towed grader or a motorized grader. All loose rocks, roots, grasses shall be removed and disposed well clear off the drains.

Heavy grading will be considered if 70% of the road has potholes, corrugations and wheel ruts of over 200mm deep.

The material shall be bladed toward the center of the road starting from both edges until the specified camber is achieved.

1002 MATERIALS
Gravel shall include lateritic gravel, quartzitic gravel, calcareous gravel, decomposed rock, softstone/quarry waste material, clayey sand and crushed rock.

1003 MATERIAL REQUIREMENTS
Gravel material shall conform to the requirements given below:

<table>
<thead>
<tr>
<th>Sieve (mm)</th>
<th>% by weight passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>100</td>
</tr>
<tr>
<td>28</td>
<td>95 – 100</td>
</tr>
<tr>
<td>20</td>
<td>85 – 100</td>
</tr>
<tr>
<td>14</td>
<td>65 – 100</td>
</tr>
<tr>
<td>10</td>
<td>55 – 100</td>
</tr>
<tr>
<td>5</td>
<td>35 – 92</td>
</tr>
<tr>
<td>2</td>
<td>23 – 77</td>
</tr>
<tr>
<td>1</td>
<td>18 – 62</td>
</tr>
<tr>
<td>0.425</td>
<td>14 – 50</td>
</tr>
<tr>
<td>0.075</td>
<td>10 – 40</td>
</tr>
</tbody>
</table>

**PLASTICITY INDEX REQUIREMENTS PI**

<table>
<thead>
<tr>
<th>Zone</th>
<th>Min</th>
<th>Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>WET</td>
<td>5</td>
<td>15</td>
</tr>
<tr>
<td>DRY</td>
<td>10</td>
<td>25</td>
</tr>
</tbody>
</table>

**BEARING STRENGTH REQUIREMENTS**

<table>
<thead>
<tr>
<th>Traffic Commercial VPD</th>
<th>CBR</th>
<th>DCP Equivalent mm/Blow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greater than 15</td>
<td>20</td>
<td>11</td>
</tr>
<tr>
<td>Less than 15</td>
<td>15</td>
<td>14</td>
</tr>
<tr>
<td>CBR at 95% at MDD, Modified AASHTO and 4 days soak</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

NB: Wet Zone – mean annual rainfall greater than 500mm
Dry Zone – mean annual rainfall less than 500mm

SECTION 17 - CONCRETE WORKS

1703 MATERIALS FOR CONCRETE

This work shall consist of placing selected approved material of 250mm minimum diameter on the foundation put after excavation to receive levelling concrete in accordance with these specifications and in conformity with the lines, grades and cross sections shown on the Drawings as directed by the Engineer.

(a) Materials

Selected rock: The selected rock builders to be placed for this work shall be hard, sound, durable quarry stones as approved by the Engineer. Samples of the stone to be used shall be submitted to and approved by the Engineer before any stone is placed.
The maximum size of the stone boulders shall be 300mm.

(b) Construction Method

After completion of the structural excavation the surface of the loose soil shall be levelled and compacted. Then the stone of the above sizes shall be placed in one layer of 250mm over the compacted bed where the bottom slab will rest. Coarse sand shall be spread to fill up the voids in the stone boulders, and compaction with vibratory compactors should be performed to make this layer dense whereon a concrete of levelling course shall be placed.

(c) Measurement and payment

Measurement for the bedding materials shall be made in cubic metres for the completed and accepted work, measured from the dimension shown on the Drawings, unless otherwise directed by the Engineer.

Payment for the bedding Materials for Levelling Concrete Works shall be full compensation for furnishing and placing all materials, all labour equipment, tools and all other items necessary for proper completion of the work in accordance with the Drawings and specifications and as directed by the Engineer.

1703(A) LEVELLING CONCRETE (CLASS 15/20) FOR BOTTOM SLAB INCLUSIVE OF COST OF FORM WORKS

This work shall consist of placing and levelling lean concrete class 15/20 over the prepared bed of stone boulders in the foundation for bottom slab and wingwalls in accordance with these specifications and which conformity with the lines, grades, thickness and typical cross-sections shown on the drawings unless otherwise directed by the Engineer.

(a) Materials for Levelling Concrete

Requirement for the concrete class 15/20 is specified as follows:
- Design compressive strength (28) days: 15N/mm$^2$
  - Maximum size of coarse aggregate : 20mm
  - Maximum cement content : 300 kg/m$^3$
  - Maximum water/cement ration of 50% with slump of 80mm.

(b) Construction Method

The bed of stone boulders upon which the levelling concrete will be placed shall be smooth, compacted and true to the grades and cross-section shall be set to the required lines and grades.

(c) Measurement and payment

Measurement for levelling concrete (class 15/20) shall be made in cubic metres completed and accepted levelling concrete work measured in place which is done in accordance with the Drawings and the Specifications.

Payment for this work shall be the full compensation for furnishing and placing all materials, labour, equipment and tools, and other incidentals to Specifications and as directed by the Engineer.
Pay item No. 17/02 Levelling Concrete Works (Class 15/20) for Box Culvert and wingwalls inclusive of Cost of Form works.

1703 (C) FORMWORK FOR CULVERT WALLS

This work shall consist of all temporary moulds for forming the concrete for culvert walls and slabs together with all temporary construction required for their support. Unless otherwise directed by the Engineer all formworks shall be removed on completion of the walls and slabs.

(a) Materials

Forms shall be made of wood or metal and shall conform to the shape, lines and dimensions shown on the Drawings.

All timber shall be free from holes, loose material, knots, cracks, splits and warps or other defects affecting the strength or appearance of the finished structure.

Release Agents – Release agents shall be either neat oils containing a surface activating agent, cream emulsions, or chemical agents to be approved by the Engineer.

(b) Construction Method

(i) Formworks

Formworks shall be designed to carry the maximum loads that may be imposed, and so be rigidly constructed as to prevent deformation due to load, drying and wetting, vibration and other causes. After forms have been set in correct location, they shall be inspected and approved by the Engineer before the concrete is placed.

If requested, the contractor shall submit to the Engineer working drawings of the forms and also, if requested, calculations to certify the rigidity of the forms.

1703(D) CONCRETE WORKS (CLASS 20/20) OF CULVERT WALLS AND SLABS

This work shall consist of furnishing, mixing, delivering and placing of the concrete for the construction of culvert walls and slabs, in accordance with these Specifications and in conformity with the requirements shown on the Drawings.

Concrete class 20/20 shall be used for Culvert walls and slabs.

(a) Concrete Materials

(i) Cement: Cement shall be of Portland type and shall conform to the requirements of BS 12 or equivalent.

The contractor shall select only one type or brand of cement or others. Changing of type or brand of cement will not be permitted without a new mix design approved by the Engineer. All cement is subject to the Engineer’s approval; however, approval of cement by the Engineer shall not relieve the Contractor of the responsibility to furnish concrete of the specified compressive strength.

Conveyance of cement by jute bags shall not be permitted. Storage in the Contractor’s silo or storehouse shall not exceed more than two (2) months, and age of cement after manufacture at mill shall not exceed more than four (4) months. The Contractor shall submit to the Engineer
for his approval the result of quality certificate prepared by the manufacturer.

Whenever it is found out that cement have been stored too long, moist, or caked, the cement shall be rejected and removed from the project.

(b) Aggregates
Fine and coarse aggregates must be clean, hard, strong and durable, and free from absorbed chemicals, clay coating, or materials in amounts that could affect hydration, bonding, strength and durability of concrete.
Grading of aggregates shall conform to the following requirements:

Grading of Fine Aggregates

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percentage by Weight Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 mm</td>
<td>100</td>
</tr>
<tr>
<td>mm</td>
<td>89-100</td>
</tr>
<tr>
<td>2.5 mm</td>
<td>60-100</td>
</tr>
<tr>
<td>1.2 mm</td>
<td>30-100</td>
</tr>
<tr>
<td>0.6 mm</td>
<td>15-54</td>
</tr>
<tr>
<td>0.3 mm</td>
<td>5-40</td>
</tr>
<tr>
<td>0.15 mm</td>
<td>0-15</td>
</tr>
</tbody>
</table>

Grading of Coarse Aggregates

<table>
<thead>
<tr>
<th>Size of Coarse Aggregate</th>
<th>Amounts finer than each standard sieve percentage by weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>100</td>
</tr>
<tr>
<td>2.5</td>
<td>90-100</td>
</tr>
<tr>
<td>25</td>
<td>30-69</td>
</tr>
<tr>
<td>20</td>
<td>0-10</td>
</tr>
<tr>
<td>15</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

Other requirements for aggregates are as follows:

(iii) Fine Aggregates

Fitness Modulus, AASHTO M-6 : 2.3 – 3.1
Sodium Sulphate Soundness, AASHTO T104: Max. 10% loss
Content of Friable Particles AASHTO 112 : Max 1% by weight
Sand Equivalent, AASHTO T176 : Min. 75

(iv) Coarse Aggregate

Abrasion, AASGTO T96 : Max. 405 loss
Soft Fragment and shale, AASHTO M80 : Max. 5% by weight
Thin and elongated Pieces, AASHTO M80 : Max. 15%

(v) Water

All sources of water to be used with cement shall be approved by the Engineer. Water shall be free from injurious quantities of oil, alkali, vegetable matter and salt as determined by the Engineer.

(vi) Admixture
Only admixture, which have been tested and approved in the site laboratory through trial mixing for design proportion shall be used. Before selection of admixture, the Contractor shall submit to the Engineer the specific information or guarantees prepared by the admixture supplier.

The contractor shall not exclude the admixture from concrete proportions.

Concrete class 20/20

Concrete class 20/20 shall be used for culvert walls and slabs. The requirements of Concrete class 20/20 are provided as follows unless otherwise the Engineer will designate any alteration.

Design compressive strength (28 days) : 20N/mm²

- Maximum size of coarse aggregates : 20mm
- Maximum water/cement ratio of 45% with slump of 80mm

(d) Proportioning Concrete

The Contractor shall consult with the Engineer as to mix proportions at least thirty (30) days prior to beginning the concrete work. The actual mix proportions of cement, aggregates, water and admixture shall be determined by the Contractor under supervision of the Engineer in the site laboratory.

The Contractor shall prepare the design proportions which has 120% of the strength requirement specified for the designated class of concrete.

No class of concrete shall be prepared or placed until its job-mix proportions have been approved by the Engineer.

(e) Concrete Work

Batching

Batching shall be done by weight with accuracy of:

- Cement : ½ percent
- Aggregate : ½ percent
- Water and Admixture : 1 percent.

Equipment should be capable of measuring quantities within these tolerances for the smartest batch regularly used, as well as for larger batches.

The accuracy of batching equipment should be checked every month in the presence of the Engineer and adjusted when necessary.

Mixing and delivery

Slump of mixed concrete shall be checked and approved at an accuracy of +25mm against designated slump in these specifications.

Concrete in hot weather

No concrete shall be placed when the ambient air temperature is expected to exceed thirty-three degrees celsius (33°C) during placement operations.

Concreting at night
No concrete shall be mixed, placed or finished when natural light is insufficient, unless an adequate approved artificial lighting system is operated; such night work is subject to approval by the engineer.

Placing

In preparation of the placing of concrete, the interior space of forms shall be cleaned and approved by the engineer prior to placing concrete. All temporary members except tie bars to support forms shall be removed entirely from the forms and not buried in the concrete. The use of open and vertical chute shall not be permitted unless otherwise directed by the engineer.

The Contractor shall provide a sufficient number of vibrators to properly compact each batch immediately after it is placed in the forms.

(f) Measurement and Payment

Measurements for the Concrete Works Class 20/20 of culvert walls and slabs shall be made in cubic metres for the walls and slabs actually constructed, measured from their dimensions shown on the Drawings. Payment for the Concrete Works (Class 20/20) of culvert walls and slabs shall be the full compensation for furnishing all materials of the concrete mixing, delivering, placing and curing the concrete, equipment and tools, labour and other incidental necessary for the completion of the work in accordance with the Drawings and these Specifications and as directed by the Engineer.
SECTION VII: DRAWINGS

The bidder shall provide design drawings on A3 sheets including plan and profile, typical cross-sections, layouts and standard drawings, setting out data and design reports which should include design standards used and key project features as described in section 14.
FIGURE C2 - CROSS SECTION B (REDUCED CROSS-SECTION)

Notes:
1. All dimensions in metres
2. Gravel thickness may be increased as directed by the Engineer
FIGURE C3- CROSS-SECTION C (BLACK COTTON SOIL)

Note: Dimensions in metres.
Gravel 0.30m/200mm
Hessian 0.30m/200mm

8% (Compacted)

Material from ditch to form road platform
Material from slope and back slope to form embankment

Compacted boulders of impermeable material
Gravel in two layers total thickness 0.60m shorter
(Lower layer may be coarse material)

8%}

Shrubs to be grazed

0.5m/100mm

5.0m (4.50m)
1.0m (0.50m)
1.70 (1.70m)
1.00 (1.00m)
1.00 (1.00m)
1.00 (1.00m)
1.00 (1.00m)
1.00 (1.00m)
1.00 (1.00m)
1.00 (1.00m)
FIGURE C5- STANDARD CROSS-SECTION (SUPERELEVATION)

Note: Dimensions in metres. Transition from camber section to crown section in accordance with the R2000 Manual. OGL Original Ground Level.
FIGURE C.7 SCOUR CHECKS

Scour checks made of stones

Scour checks made of wooden stakes
FIGURE C8-DIMENSIONS OF SCOUR CHECKS FOR STANDARD DRAIN

Stone weight: MIN 10kg
Stake diameter: MIN 0.10m

Dimensions in metres

Cross section

Ground plan
Figure C9a-Masonry Scour Checks

SECTION OF MASONRY SCOUR CHECK

PLAN OF DRAIN WITH SCOUR CHECK

<table>
<thead>
<tr>
<th>Cross-Section</th>
<th>Size in mm</th>
<th>Excav (m³)</th>
<th>Concrete (m³)</th>
<th>Approx. stem pitching (m)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Length</td>
<td>Width</td>
<td>Depth</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>2400</td>
<td>340</td>
<td>500</td>
<td>0.23</td>
</tr>
<tr>
<td>B</td>
<td>2900</td>
<td>340</td>
<td>500</td>
<td>0.18</td>
</tr>
</tbody>
</table>

Note
1. Dimensions in mm
FIGURE C9b- CONCRETE SCOUR CHECKS

SECTION OF CONCRETE SCOUR CHECK

NOTE
1. Dimensions in mm

PLAN OF DRAIN WITH SCOUR CHECK

<table>
<thead>
<tr>
<th>Cross-Section</th>
<th>Sizes in mm</th>
<th>Excav (m³)</th>
<th>Concrete (m³)</th>
<th>Apron stone pitching (m³)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Length</td>
<td>Width</td>
<td>Depth</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>2400</td>
<td>100</td>
<td>550</td>
<td>0.13</td>
</tr>
<tr>
<td>B</td>
<td>2000</td>
<td>100</td>
<td>500</td>
<td>0.10</td>
</tr>
</tbody>
</table>
FIGURE C10- CULVERT ENTRY/EXIT STRUCTURE TYPES

NOTE:
1. The code numbers specify the shape and function and the code letter denotes the material:
   A = Concrete block
   B = Stone masonry
   C = Concrete

C-10
**Figure C16: Bedding and Haunch Profile Types I & II**

### Diagram Description
- **Profile I (Concrete)**
- **Profile II (Concrete)**

### Table

<table>
<thead>
<tr>
<th>Diameter (D)</th>
<th>450 (mm)</th>
<th>600 (mm)</th>
<th>900 (mm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>0.15</td>
<td>0.20</td>
<td>0.20</td>
</tr>
<tr>
<td>b</td>
<td>0.10</td>
<td>0.15</td>
<td>0.15</td>
</tr>
<tr>
<td>c</td>
<td>0.86</td>
<td>1.12</td>
<td>1.48</td>
</tr>
<tr>
<td>d</td>
<td>0.56</td>
<td>0.72</td>
<td>1.08</td>
</tr>
<tr>
<td>e</td>
<td>0.14</td>
<td>0.18</td>
<td>0.27</td>
</tr>
<tr>
<td>f(min)</td>
<td>0.34</td>
<td>0.45</td>
<td>0.68</td>
</tr>
<tr>
<td>g</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>h</td>
<td>0.24</td>
<td>0.33</td>
<td>0.42</td>
</tr>
<tr>
<td>i</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Concrete Volume in (m³/m)**
- Class 15/20: 0.20, 0.24, 0.24

**Application**
- Fair to poor subgrade condition
- Overfill > 75% of the pipe diameter
- Seasonal water flow only

**Remarks**
- Material for back/overfill shall be approved by the Engineer

---

**Figure C16**
**FIGURE C17-BEDDING AND SURROUND PROFILE TYPES III & IV**

**PROFILE III (CONCRETE)**

- \( d \)
- \( c \)
- \( b \)
- \( a \)

**PROFILE IV (CONCRETE)**

- \( f \)
- \( e \)
- \( h \)
- \( a \)

<table>
<thead>
<tr>
<th>Diameter (D)</th>
<th>450 (mm)</th>
<th>600 (mm)</th>
<th>900 (mm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>( a )</td>
<td>0.15</td>
<td>0.20</td>
<td>0.20</td>
</tr>
<tr>
<td>( b )</td>
<td>0.10</td>
<td>0.15</td>
<td>0.15</td>
</tr>
<tr>
<td>( c )</td>
<td>0.86</td>
<td>1.12</td>
<td>1.48</td>
</tr>
<tr>
<td>( d )</td>
<td>0.56</td>
<td>0.72</td>
<td>1.08</td>
</tr>
<tr>
<td>( e )</td>
<td>0.42</td>
<td>0.54</td>
<td>0.81</td>
</tr>
<tr>
<td>( f) (min)</td>
<td>0.23</td>
<td>0.3</td>
<td>0.45</td>
</tr>
<tr>
<td>( g )</td>
<td>-\</td>
<td>-\</td>
<td>-\</td>
</tr>
<tr>
<td>( h )</td>
<td>0.52</td>
<td>0.69</td>
<td>0.96</td>
</tr>
<tr>
<td>( i )</td>
<td>-\</td>
<td>-\</td>
<td>-\</td>
</tr>
</tbody>
</table>

**Concrete Volume in (m³/m)**

- Class 15/20
- Application: - Fair subgrade condition
  - Overfill > 75% of the pipe diameter
  - Seasonal water flow only
- Remarks: Material for back/overfill shall be approved by the Engineer

- Volume in (m³/m)
- Application: - Fair subgrade condition
  - Overfill > 75% of the pipe diameter
  - Seasonal water flow only
- Remarks: Material for back/overfill shall be approved by the Engineer

C-17
FIGURE C18-ACCESS DRIFT

PLAN

150mm Grouted Stone Pitching (Cement mortar 1:4)

SECTION X-X

Stone masonry toes on four sides of structure (200*300mm)

QUANTITIES TABLE

<table>
<thead>
<tr>
<th>Cross section</th>
<th>DIMENSIONS</th>
<th>Excavation(m³)</th>
<th>Stone masonry (m²)</th>
<th>150mm Grouted stone pitching(m³)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>4000 1800 600 1000 4200</td>
<td>7.5</td>
<td>1.30</td>
<td>21.75</td>
</tr>
<tr>
<td></td>
<td>6000 1800 600 1000 4200</td>
<td>10.00</td>
<td>1.60</td>
<td>30.15</td>
</tr>
<tr>
<td>B</td>
<td>4000 1400 400 1800 3600</td>
<td>7.00</td>
<td>1.20</td>
<td>18.30</td>
</tr>
<tr>
<td></td>
<td>6000 1400 400 1800 3600</td>
<td>9.00</td>
<td>1.50</td>
<td>25.50</td>
</tr>
</tbody>
</table>
SECTION A-A

Gradient Max. 10%

8m

3 x DN 900 (3.60)
3 x DN 600 (2.65)

compacted gravel

Reinforced concrete surround

1750
2500
300
250

250
175

Concrete apron

Flow direction

200 x 400 deep concrete toe

marker pylon (precast concrete) 1m x 0.4 x 0.3m

Apron of a concrete slab & large rocks

Stone masonry (300mm)

Note:
Smaller dimensions in mm
Pipe sizes and numbers vary as directed by the Engineer.
Dimensions and quantities increase proportionately
All concrete class 20/20 (1:2:4)
FIGURE C21-HAND PACKED STONE PAVEMENT

1. SHAPED AND COMPACTED EARTH ROAD PROFILE

2. EDGE BEAM OF LARGE STONES

3. EDGE BEAM SECURED AND LARGE STONES LAID ON EDGE

4. LARGE STONES WEDGED WITH SMALLER ONES THEN BLINDED

BLINDING
FIGURE C22-TRAFFIC SIGNS

1. The type of sign required and their location shall be as shown on the Road Plan or as directed by the Engineer.
2. Sign plate to be 2mm thick mild steel plate.
3. Sign post to be 50mm fixing clamps/brackets.
4. Sign plate to be fixed to steel tube by 8 No. M10 bolts and 50mm fixing clamps/brackets.
5. Sign paint shall be reflective.
6. The sign plate and post shall be treated by applying two coats of lead red oxide paint before applying a priming and two finish coats of approved paints. Paints used shall have a hard, durable and glossy finish.

KEY
\[
\begin{array}{ccc}
\text{BLACK} & \text{WHITE} & \text{RED} \\
\end{array}
\]
SECTION VIII: ROAD MAINTENANCE MANUAL

SECTION IX: BILLS OF QUANTITIES
PREAMBLE TO BILL OF QUANTITIES

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.

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.

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.

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.

The rates inserted in any road in the tender shall apply to other roads within the same lot upon written instructions to be issued by the Engineer or his representative during execution of works and shall be used only to pay for activities of similar description and nature which may not have been included in the Bills of Quantities for that road.

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.

Provisional sums (including Dayworks) in the Bills of Quantities shall be expended in whole or in part at the discretion of the Engineer or his representative.

Where there are no quantities against the one item especially on dayworks, the bidder shall only fill his rates

Quantified instructions shall be extracted from the main BOQ for purposes of part implementation of the works and interim measurements/payments shall be based on the quantified instructions read together with the bills of quantities.

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.
<table>
<thead>
<tr>
<th>Item code</th>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Bid Rate (Kshs.)</th>
<th>Amount (Kshs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-80-036</td>
<td>Erect one publicity sign board</td>
<td>PC SUM</td>
<td>2</td>
<td>25,000.00</td>
<td>50,000.00</td>
</tr>
<tr>
<td>01-50-01</td>
<td>Allow prime cost sum for material testing</td>
<td>LUMPS UM</td>
<td>1</td>
<td>50,000.00</td>
<td>50,000.00</td>
</tr>
<tr>
<td>01-50-02</td>
<td>Provide pc sum for environment mitigation measures</td>
<td>LUMPS UM</td>
<td>1</td>
<td>50,000.00</td>
<td>50,000.00</td>
</tr>
</tbody>
</table>

Total Carried Forward to Summary 150,000.00
## BILL NO: 04  SITE CLEARANCE

<table>
<thead>
<tr>
<th>Item code</th>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Bid Rate (Kshs.)</th>
<th>Amount (Kshs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-50-004</td>
<td>Light bush clearing</td>
<td>SM</td>
<td>68984</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Carried Forward to Summary
### GRADING AND GRAVELLING WORKS

<table>
<thead>
<tr>
<th>Item code</th>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Bid Rate (Kshs)</th>
<th>Amount (Kshs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-50-003</td>
<td>Heavy grading with watering and compaction</td>
<td>SM</td>
<td>104000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total carried forward to summary
IFMIS NO: 845382
ROAD NAME KASEI-CHEBURWO-CHESPEN
BILL OF QUANTITIES

BILL NO: 17 CONCRETE WORKS (Major structures)

<table>
<thead>
<tr>
<th>Item code</th>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Bid Rate (Kshs.)</th>
<th>Amount (Kshs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>07-50-001</td>
<td>Excavation for the structure</td>
<td>CM</td>
<td>43.2</td>
<td>500.00</td>
<td>21,600.00</td>
</tr>
<tr>
<td>12-50-001</td>
<td>Provide, hand packed approved hardcore as will be directed by the engineer</td>
<td>CM</td>
<td>43.2</td>
<td>1,985.00</td>
<td>85,752.00</td>
</tr>
<tr>
<td>17-80-004</td>
<td>Provide, bend and fix in place D10 or less reinforcement bars as per the drawings</td>
<td>TONS</td>
<td>2.7</td>
<td>145,554.00</td>
<td>392,995.80</td>
</tr>
<tr>
<td>17-60-002a</td>
<td>Concrete class 25/20 average depth 150mm</td>
<td>CM</td>
<td>158.6</td>
<td>16,658.00</td>
<td>2,641,958.80</td>
</tr>
<tr>
<td>17-60-003</td>
<td>BRC MESH A142</td>
<td>SM</td>
<td>648</td>
<td>600.00</td>
<td>388,800.00</td>
</tr>
<tr>
<td>07-70-004</td>
<td>Gabion Installation (Drift Protection)</td>
<td>SM</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07-70-005</td>
<td>Rockfill to gabions</td>
<td>CM</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20-50-004</td>
<td>marker post @ 3m c/c</td>
<td>NO.</td>
<td>8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Carried Forward to Summary
IFMIS NO: 845382
ROAD NAME KASEI-CHEBURWO-CHESPEN
BILL OF QUANTITIES

<table>
<thead>
<tr>
<th>BILL NO</th>
<th>DESCRIPTION</th>
<th>AMOUNT: KES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GENERAL OFFICE ADMINISTRATION AND OVERHEADS/ PRELIMINARIES</td>
<td>150,000.00</td>
</tr>
<tr>
<td>4</td>
<td>SITE CLEARANCE</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>GRADING AND GRAVELLING WORKS</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>CONCRETE WORKS (Major structures)</td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total: 6,109,581.80
VAT @ 16%: 977,533.09

Total Cost for the Works: 7,087,114.89
SECTION X: STANDARD FORMS
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 TENDER:

PROPOSED ROUTINE MAINTENANCE OF KASEI-CHEBURWO-CHESPEN ROAD

TO: Chief Officer – Transport and Infrastructure,
County Government of West
P. O. Box 349 - 30600,
KAPENGURIA

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 extended 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)...........................................................................
Appendix to Form of Bid
## Appendix to Form of Bid
(This appendix forms part of the bid)

<table>
<thead>
<tr>
<th>CONDITIONS OF CONTRACT</th>
<th>CLAUSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Security</td>
<td>17</td>
<td><strong>Kshs 140,000.00</strong> (Unconditional bank guarantee only)</td>
</tr>
<tr>
<td>Amount of Performance Security (Unconditional Bank Guarantee)</td>
<td>10.1</td>
<td>5% Tender Sum in the form of Unconditional Bank Guarantee</td>
</tr>
<tr>
<td>Program to be submitted</td>
<td>14.1</td>
<td>Not later than 21 (twenty-one) days after issuance of Order to Commence</td>
</tr>
<tr>
<td>Cash flow estimate to be submitted</td>
<td>14.3</td>
<td>Not later than 21 (twenty-one) days after issuance of Order to Commence</td>
</tr>
<tr>
<td>Minimum amount of Third-Party Insurance</td>
<td>23.2</td>
<td>1% of the Contract Sum</td>
</tr>
<tr>
<td>Period for commencement, from Engineer’s order to commence</td>
<td>41.1</td>
<td>21 days</td>
</tr>
<tr>
<td>Time for completion</td>
<td>43.1</td>
<td>6 months</td>
</tr>
<tr>
<td>Amount of liquidated damages</td>
<td>47.1</td>
<td>0.05% of Contract Sum per day</td>
</tr>
<tr>
<td>Limit of liquidated damages</td>
<td>47.1</td>
<td>5% of Contract Sum</td>
</tr>
<tr>
<td>Defects Liability period</td>
<td>60.3</td>
<td>3 months</td>
</tr>
<tr>
<td>Percentage of Retention</td>
<td>60.3</td>
<td>5% of Interim Payment Certificate</td>
</tr>
<tr>
<td>Limit of Retention Money</td>
<td>60.3</td>
<td>5% of Contract Sum</td>
</tr>
<tr>
<td>Minimum amount of interim certificates</td>
<td>60.2</td>
<td><strong>Kshs 1,500,000.00</strong></td>
</tr>
<tr>
<td>Time within which payment to be made after Interim Payment Certificate signed by Engineer</td>
<td>60.10</td>
<td>28 days</td>
</tr>
<tr>
<td>Time within which payment to be made after Final Payment Certificate signed by Engineer</td>
<td>60.10</td>
<td>28 days</td>
</tr>
<tr>
<td>Appointer of Adjudicator</td>
<td>67.3</td>
<td>The Chartered Institute of Arbitrators (Kenya)</td>
</tr>
<tr>
<td>Notice to Employer and Engineer</td>
<td>68.2</td>
<td>The Employers address is: The Chief Officer – Transport and Infrastructure, County Government of West Pokot, P.O. Box 349 - 30600 KAPENGURIA The Engineer’s address is: County Roads Engineer, County Government of West Pokot, P.O. Box 349 - 30600 Kapenguria</td>
</tr>
</tbody>
</table>

Signature of Tenderer………………………………………...…… Date ……………………. 

130
Form of Bid Security
TENDER BANK GUARANTEE

Note: The bidder shall provide Bank Guarantee in the official Bank letterhead and in the format stated below. 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.

“Format of Bank Tender Guarantee (Bid Security)”

WHEREAS [Name of bidder].
(herein after called “the Bidder”) has submitted his bid dated ...................... for the

, hereinafter called “the bid”

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

of [Name of Country]

having our registered offices at

(herinafter called the Bank) are bound unto the Chief Officer – Transport and Infrastructure, (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:

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

2. If the Bidder 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 XI: SCHEDULES OF SUPPLEMENTARY INFORMATION
SCHEDULE 1: CONFIDENTIAL BUSINESS QUESTIONNAIRE................................................................. 136
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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. ................. Email address .............................................

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

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:
<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:
<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach proof of citizenship (Compulsory)
- Attach certified copy of Form CR12 (Compulsory)
Part 3: Interest in the Firm:

Is there any person / persons in the County Government of West Pokot who has interest in this firm? Yes / No ** ……………………………

I certify that the information given above is correct.

........................................  ..............................................................
Date                                               Signature of Bidder

** Delete as necessary
SCHEDULE 2: FORM OF WRITTEN POWER OF ATTORNEY

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

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

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

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

Alternate:

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

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

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

*To be filled by all Bidders.

*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 \[Name of bidder\]

………………………………………………………………………………………………

………………………………………………………………………………………………

Voluntary visited the site of the works for the:


…………………………….. day of……………………………………20…………………………

Signature of Tenderer……………………………………………………………………
SCHEDULE 4: MAJOR ITEMS OF CONSTRUCTION PLANT AND EQUIPMENT

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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Type, Model, Make</th>
</tr>
</thead>
</table>

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 m³

New or Used

Year of Manufacture

No. of each

<table>
<thead>
<tr>
<th>Date of Arrival on Project (Days after commence)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Power Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owned/Leased/Imported</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Estimated CIF Mombasa Value (If to be Imported)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Capacity t or m³</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New or Used</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year of Manufacture</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No. of each</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

I certify that the above information is correct.

…………………………
(Signature of Bidder)

…………………………
(Date)
### SCHEDULE 5: KEY PERSONNEL

<table>
<thead>
<tr>
<th>DESIGNATION</th>
<th>NAME</th>
<th>NATIONALITY</th>
<th>SUMMARY OF QUALIFICATIONS AND EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Qualifications</td>
</tr>
<tr>
<td>Headquarters</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Partner/Director or other key staff (give designation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Office</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Site Agent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Site Surveyor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Foreman</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 BIDDER IN THE LAST THREE YEARS

**SCHEDULE 6A: COMPLETED WORKS**

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORKS</th>
<th>NAME OF CLIENT</th>
<th>VALUE OF WORKS (KSHS) *</th>
<th>YEAR COMPLETED/ REMARKS</th>
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</table>

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

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORKS</th>
<th>NAME OF CLIENT</th>
<th>VALUE OF WORKS (KSHS) *</th>
<th>YEAR COMPLETED/ REMARKS</th>
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</tbody>
</table>

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 6C: SPECIFIC EXPERIENCE

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORKS</th>
<th>NAME OF CLIENT</th>
<th>VALUE OF WORKS (KSHS) *</th>
<th>YEAR COMPLETED/ REMARKS</th>
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</table>

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

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORKS</th>
<th>NAME OF CLIENT</th>
<th>DATE OF COMMENCEMENT</th>
<th>DATE OF COMPLETION</th>
<th>VALUE OF WORKS (KSHs)</th>
<th>VALUE COMPLETED UP TO DATE %</th>
<th>PHYSICALLY COMPLETED UP TO DATE %</th>
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</tbody>
</table>

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 and balance sheet for the last five calendar years and estimated projection for the next two years with certified English translation where appropriate.

2. Give turnover figures for each of the last two (2) financial years. Quote in millions and decimal thereof.

<table>
<thead>
<tr>
<th></th>
<th>Year 1 (.............)</th>
<th>Year 2(.............)</th>
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<tbody>
<tr>
<td></td>
<td>Ksh.</td>
<td>Ksh.</td>
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<tr>
<td>Road works</td>
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<tr>
<td>Other civil Engineering works</td>
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<tr>
<td>Other (specify)</td>
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<tr>
<td>Total</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>Year 1 (.............)</th>
<th>Year 2(.............)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>KShs.</td>
<td>KShs.</td>
</tr>
<tr>
<td>1. Total Assets</td>
<td></td>
<td></td>
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<tr>
<td>2. Current Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Bank Credit Line Value</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Total Liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Current Liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Net Worth (1-4)</td>
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<tr>
<td>7. Working capital (2+3-4)</td>
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</tr>
</tbody>
</table>

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

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

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

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

(c) Attach bank statements for the last six (6) months
SCHEDULE 9: OTHER SUPPLEMENTARY INFORMATION

Financial reports for the last three 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

……………………………………………………………………………………………………
……………………………………………………………………………………………………
……………………………………………………………………………………………………
……………………………………………………………………………………………………

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

……………………………………………………………………………………………………
……………………………………………………………………………………………………
……………………………………………………………………………………………………
……………………………………………………………………………………………………

I certify that the above information is correct.

……………………………………… ..........................................................
Date Signature of Bidder

(To be signed by authorized representative and officially stamped)
SCHEDULE 10: LITIGATION HISTORY FORM

Information on current litigation in which the Bidder is involved.

<table>
<thead>
<tr>
<th>OTHER PARTY (IES)</th>
<th>CAUSE OF DISPUTE</th>
<th>AMOUNT INVOLVED (KSHS)</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

I certify that the above information is correct.

……………………………  …………………………………………………
Date  Signature of Bidder

(To be signed by authorized representative and officially stamped)
SCHEDULE 11: DECLARATION FORM FOR BANKRUPT OR INSOLVENT AND DEBARMENT

Date

To

County Government of West Pokot

P.O Box 349 - 30600,

KAPENGURIA

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)

-------------------------------------------------------------------------------------------------------------------------

-------------------------------------------------------------------------------------------------------------------------

----------------------------------------- declare the following: -

a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.

b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.

c) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

d) That I/We are not under any ongoing investigation by the Ethics and Anti-Corruption Commission (EACC) for any corrupt and/or economic crimes or practices.

e) That I/ We are not associated with any other Tenderer participating in this Tender.

f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

-----------------------------------------

Name of Tenderer

-----------------------------------------

Signature of duly authorised person signing the Tender

-----------------------------------------

Name and Capacity of duly authorised person signing the Tender

-----------------------------------------

Stamp or Seal of Tenderer)
SCHEDULE 12: ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM

I/We ………………………………………………………………………………….. of Post Office Box…………………………………………………………………………………….. declare that I/ We recognize that Public Procurement is based on a free, fair and competitive tendering process which should not be open to abuse.

I/We ………………………………………………………………………………….. Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with tender No. …………………………………. for or in the subsequent performance of the contract if I/We am/are successful.

Signed by…………………………………………….C.E.O. or Authorized Representative.

Name …………………………………………………

Designation……………………………………

Signature………………………………………

Date………………………………………..

In case of sub-contracting

Signed by……………………………………………. CEO of the firm to be subcontracted

Name………………………………………………

Designation……………………………………

Signature………………………………………

Date………………………………………..
SECTION XII: FORM OF AGREEMENT
FORM OF AGREEMENT

THIS AGREEMENT is made on the ....... day of ................. 20 ......... between the County Government of West Pokot of P. O. Box 349 - 30600, Kapenguria 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.

and has a Contract with the Contractor for the execution completion and maintenance of such works in the region 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 form of bid dated ...................................................
- The Conditions of Contract (FIDIC IV) Part 2
- The Conditions of Contract (FIDIC IV) Part 1
- The Special Specification
- The Standard Specifications
- The Priced Bill of Quantities
- The Letter of Award and 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 have hereunto set their respective hands on the day and year first above written.
SIGNING AND DELIVERED

By the said Employer: ……………………………………………… Date.............
(Chief Officer - Transport and Infrastructure, County Government of West Pokot) For and on behalf of the said Employer.

In the presence of: ……………………………………………………… Date.............
(Name and Designation of Witness)

………………………………………… Date.............
(Signature of Witness)

…………………………………………
(Address Of witness)

By the said Contractor: …………………………………………… Date.............
(Signature)

………………………………………………
(Name of the Director)

In the presence of: …………………………………………… Date.............
(Name and Designation of Witness)

…………………………………………
(Signature of Witness)

…………………………………………
(Address Of witness)
SECTION XIII: FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)
FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)
To
The Chief Officer – Transport and Infrastructure,
County Government of West Pokot,
P.O. Box 349 - 30600
KAPENGURIA

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

PROPOSED IMPROVEMENT AND MAINTENANCE OF KASEI-CHEBURWO-CHESPEN ROAD

, (hereinafter called the “Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall
comply with the terms of the Contract and 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 ..........................

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