

**BOMET COUNTY GOVERNMENT**



**MINISTRY OF LANDS,HOUSING AND URBAN DEVELOPMENT**

**TENDER NO: CGB/DLHUD/002/2018/2017**

**FOR**

**TENDER NAME: RE-CARPETING OF BOMET TOWN ROADS-BOMET MUNICIPALITY**

**KENYA URBAN SUPPORT PROGRAMME(KUSP**

**FY: 2018/2019**

Chief officer  
LANDS,HOUSING & URBAN PLANNING  
BOMET COUNTY GOVERNMENT  
P. O. BOX 19 - 20400  
BOMET

COUNTY EXECUTIVE COMMITTEE MEMBER  
LANDS,HOUSING AND URBAN PLANNING  
BOMET COUNTY GOVERNMENT  
P. O. BOX 19 - 20400  
BOMET

# RE-CARPETING OF BOMET TOWN ROADS

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## SECTION 1: INVITATION TO TENDER

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## SECTION 2: INSTRUCTIONS TO BIDDERS

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## CONDITIONS OF BID AND INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 1 SCOPE OF BID

- 1.1 The Employer, as defined in the Conditions of Contract Part II hereinafter “the Employer” wishes to receive bids for the construction of works as described in Section 1, clause 102 of the Special Specifications –“Location and extent of the Works”)
- 1.2 The successful bidder will be expected to complete the Works within the period stated in the Appendix to 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 Bomet County Government.

#### 3 CORRUPT PRACTICES

- 3.1 The County 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 County 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 County Government contract if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a County Government financed contract

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### **4 ELIGIBLE BIDDERS**

- 4.1 This invitation to bid is open to all bidders who are legally registered or incorporated in the Republic of Kenya as of the time of bid submission. Registration with the NCA as a contractor is mandatory.
- 4.2 Bidders shall not have a conflict of interest. Bidders shall be considered to have conflict of interest, if they participated as a consultant in the preparation of the design, documentation or technical specifications of the works that are the subject of this bidding other than as far as required by the Employer.
- 4.3 A firm that is under a declaration of 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.

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## 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 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. The costs of visiting the site shall be the tenderer's own responsibility
- 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 The Employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site.
- 8.4 Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.
- 8.5 The Employer will conduct a Site Visit concurrently with the pre-bid meeting referred to in Clause 19, attendance for which is necessary for all bidders. Failure to attend the site visit by any bidder will not lead to disqualification of his /her bid but the tender will miss the points in the evaluation criteria as shown in clause 30.7.9 of the instructions to tenderers.
- 8.6 Each tenderer shall complete the Certificate of Tenderer's Visit to the Site, whether he in fact visits the Site at the time of the organized site visit or by himself at some other time.

## **B. BIDDING DOCUMENTS**

### 9 CONTENTS OF BIDDING DOCUMENTS

- 9.1 The set of documents comprising the tender includes the following together with any addenda issued in accordance with Clause 11:
- (a) Invitation to Bid
  - (b) Instructions to Bidders and Conditions of Tender
  - (c) Appendix to Instruction to Tenderers
  - (d) Conditions of Contract - Part I
  - (e) Conditions of Contract - Part II
  - (f) Standard Specifications



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- (g) Special Specifications
- (h) Form of Bid, Appendix to Form of Bid and Bid Security
- (i) Bills of Quantities
- (j) Schedules of Supplementary information
- (k) Form of Contract Agreement
- (l) Form of Performance Security
- (m) Drawings
- (n) BID Addenda (BID Notices)
- (o) Declaration Form

- 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 10.1 **Error! Reference source not found.** 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.

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## **C. PREPARATION OF BIDS**

### **12 LANGUAGE OF BID**

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

### **13 DOCUMENTS COMPRISING THE BID**

13.1 The bid to be prepared by the bidder shall comprise:

- (a) Duly filled-in 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.

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### 16 BID VALIDITY

- 16.1 The bid shall remain valid and open for acceptance for a period of **90** 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 SECURITY

- 17.1 The bidder shall furnish, as part of his bid, a bid security in the amount shown in the Appendix to instruction to tenderers. **The bid security must be in form of unconditional Bank guarantee.**
- 17.2 The bid security shall be in the form of unconditional bank guarantee from a reputable bank selected by the bidder and located in Kenya. The format of the bank guarantee shall be in accordance with bid security included in Section 3. The bid security shall remain valid for a period of thirty (30) days beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-Clause 16.2.
- 17.3 Any bid not accompanied by an acceptable bid security will be rejected by the Employer as non-responsive.
- 17.4 The bid securities of unsuccessful bidders will be discharged/ returned as promptly as possible as but not later than 30 days after the expiration of the period of bid security validity.
- 17.5 The bid security of the successful bidder will be discharged upon the bidder signing the Contract Agreement and furnishing the required performance security.
- 17.6 The bid security may be forfeited:
- (a) If a bidder withdraws his bid, except as provided in Sub-Clause 24.2.
  - (b) if the bidder does not accept the correction of any errors, pursuant to Sub-Clause 28.2 or
  - (c) in the case of a successful bidder, if he fails within the specified time limit to:
    - (i) sign the Contract Agreement or
    - (ii) furnish the necessary performance security

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### 18 NO ALTERNATIVE OFFERS

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

### 19 PRE-BID MEETING

- 19.1 The bidders designated representative is invited to attend a pre-bid meeting, which may take place **if indicated in the tender notice**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The meeting is optional.
- 19.2 The bidder is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 9.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 or through the minutes of the pre-bid meeting.

### 20 FORMAT AND SIGNING OF BIDS

- 20.1 The bidder shall prepare one original of the documents comprising the bid as described in Clause 13 of these Instructions to Bidders, bound with the section containing the Form of Bid and Appendix to Bid, and clearly marked “ORIGINAL”. In addition, the bidder shall submit another copy of the bid clearly marked “COPY OF ORIGINAL”. In the event of discrepancy between them, the original shall prevail.
- 20.2 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.

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- 20.3 The bid shall be without alterations, omissions or conditions except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

### D. SUBMISSION OF BIDS

#### **21 SEALING AND MARKING OF BIDS**

- 21.1 The bidder shall seal the original and each copy of the bid in separate envelopes duly marking the envelopes “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer separate envelope.
- 21.2 The inner and outer envelopes shall be:
- (a) addressed to the Employer at the address provided in the Appendix to Form of Bid.
  - (b) bear the name and identification number of the contract. In addition to the identification required in sub-Clause 21.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause 23.1, and for matching purposes under Clause 24.
- 21.3 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder's identity the Employer will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.

#### **22 DEADLINE FOR SUBMISSION OF BIDS**

- 22.1 Bids must be received by the Employer at the address specified in Sub Clause 21.2 not later than **the date indicated in the tender notice**.
- 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.
- 22.2 The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in accordance with Clause 11 in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

#### **23 LATE BIDS**

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

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### **24 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS**

- 24.1 The bidder may modify, substitute or withdraw his bid after bid submission, provided that written notice of modification or withdrawal is received by the Employer prior to the prescribed deadline for submission of bids.
- 24.2 The bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 24.3 No bid may be modified subsequent to the deadline for submission of bids, except in accordance with Sub-Clause 29.2.
- 24.4 Any withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified in Clause 17 may result in the forfeiture of the bid security pursuant to Sub-Clause 17.6.

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

#### **25 BID OPENING**

- 25.1 The Employer will open the bids, including withdrawals and modifications made pursuant to Clause 24, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the letter of invitation. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 25.2 Envelopes marked "WITHDRAWAL" and "SUBSTITUTION" shall be opened first and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 24 shall not be opened.
- 25.3 The bidder's name, the Bid Prices, including any bid modifications and withdrawals, the presence (or absence) of bid security, and any such details as the Employer may consider appropriate, will be announced by the Employer at the opening. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. No bid shall be rejected at bid opening except for late bids pursuant to Clause 22.
- 25.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 24.3.
- 25.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

#### **26 PROCESS TO BE CONFIDENTIAL**

- 26.1 Information relating to the examination, evaluation and comparison of bids, and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful

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bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

### **27 CLARIFICATION OF BIDS AND CONTACTING OF THE EMPLOYER**

- 27.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 29.
- 27.2 Subject to Sub-Clause 26.1, no bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, should do so in writing.
- 27.3 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

### **28 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 28.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) has been properly signed; (b) is accompanied by the required securities; (c) is substantially responsive to the requirements of the bidding documents; and (d) provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 28.2.
- 28.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation and has a valid tender bank guarantee. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 28.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

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### 29 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 be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.
- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected work items (i.e. corrected tender sum less Prime Cost and Provisional Sums).
- (e) The Error Correction Factor shall be applied to all work items (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuations of variations.
- (f) The Bidder shall within seven (7) days after issuance of the written notice by the Employer, or such further time as the Employer may allow, correct his tender in such a manner as may be agreed or directed by the Employer failing which the tender may be absolutely rejected and the Bid Security forfeited in accordance with Sub-Clause 17.6 .

### 30 EVALUATION AND COMPARISON OF BIDS

- 30.1 The 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.
- 30.2 The Employer will then evaluate and compare only the bids determined to be substantially responsive in accordance with Clauses 27 and 28.
- 30.3 Bidders from the County will be granted an added advantage of 5 percentage points during evaluation of bids.
- 30.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 30.5 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.

#### 30.6 QUALIFICATION AND EVALUATION CRITERIA

- 30.6.1 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



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perform the contract. Subcontractor's experience and resources shall not be taken into account in determining the Applicant's compliance with qualifying criteria.

### 30.6.2 *General Experience.*

The Applicant shall meet the following minimum criteria: -

(a) Average annual turnover for the last 2 years - KShs. 3,000,000/-.

(b) Successful completion as a prime contractor or sub-contractor in the execution of at least three 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 urban environment in Kenya.

**30.6.3 *Personnel Capabilities.*** The Applicant should list down personnel of minimum qualification of Higher National Diploma in Civil Engineering/building construction for Site Agent, National Diploma for the surveyor and an ordinary diploma in Civil Engineering for other supervisory staff.

**30.6.4 *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 attaché evidence of hiring arrangements.

**30.6.5 *Cash flow statement.*** The Applicant should demonstrate that he has access to or has available, liquid assets, unencumbered real assets, lines or credit, and other financial means sufficient to meet the construction cash flow for a period of 2 months, estimated at 20% of the estimated tender sum.

**30.6.6 *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.

**30.6.7 *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.

**30.6.8 *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.

**30.6.9 *Post-qualification criteria*** are as provided in the Appendix to instruction to tenderers. The pass mark shall be **70%**.

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

### 30.70 *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

## **RE-CARPETING OF BOMET TOWN ROADS**

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.

### **F. PREFERENCE AND RESERVATION**

**Tender No: CGB/DLHUD/002/2018/19**

31. This tender is for Citizens only

### **G. AWARD OF CONTRACT**

#### **31 AWARD**

31.1 Subject to Clause 32, the Employer will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price pursuant to Clause 29, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Sub-Clause 3.1, and (b) qualified in accordance with the provisions of Clause 4.

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

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

#### **33 NOTIFICATION OF AWARD**

33.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing or by cable confirmed by registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall specify the sum, which the Employer will pay the Contractor in consideration of the execution and completion of the works and the remedying of any defects therein by the Contractor as prescribed by the contract (hereinafter and in the Conditions of Contract called "the Contract Price").

33.2 At the same time that the Employer notifies the successful bidder that his bid has been accepted, the Employer shall notify the other bidders that their bids have been unsuccessful and that their bid securities will be returned as promptly as possible, in accordance with sub clause 17.4.

## RE-CARPETING OF BOMET TOWN ROADS

### 34 SIGNING OF AGREEMENT

34.1 Within 30 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.

### 35 PERFORMANCE SECURITY

35.1 Within 28 days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security in the form stipulated in the Conditions of contract. The form of performance security provided in **Section 11** of the bidding documents shall be used.

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

35.3 Failure by successful bidder to lodge the required performance Guarantee within 28 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.

### 36 CONTRACT EFFECTIVENESS

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

### 37 EXECUTION OF WORKS

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

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

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 3: APPENDIX TO INSTRUCTION TO TENDERERS

## RE-CARPETING OF BOMET TOWN ROADS

**Table 1: Amount of Bid Security**

Bid Sum (Kshs)	Amount of Bid Security (Kshs)
0-5,000,000	50,000.00
5,000,001- 10,000,000	100,000.00
Above 10,000,000	200,000.00

**Table 2: Post- qualification Score**

ITEM		DESCRIPTION	POINT SCORE SCALE
1		FINANCIAL CAPACITY	Max 25
	a	Audited Statements	0-4
	b	Cash flow statement (forecasts)	0-6
	c	Financial position/Ratios	0-5
	d	Turnover	0-10
2		EXPERIENCE	Max 25
		General Experience	0-10
		Specific experience in related works	0-15
3		CURRENT COMMITMENTS	Max 10
		On-going works	0-10
4		KEY PERSONNEL	Max 15
		HQ Staff	0-3
		Site Agent	0-6
		Surveyor	0-3
		Foreman	0-3
5		PLANT AND EQUIPMENT	Max 15
		Equipment capabilities	0-15
6		LITIGATION HISTORY	0 or 2
7		County based	0 or 5
8		Site visit/pre-bid meeting	0 or 3
		<b>TOTAL</b>	<b>MAX 100</b>

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 4: FORM OF BID

**RE-CARPETING OF BOMET TOWN ROADS**

**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 CONTRACTOR:**

.....

**TO:**

**COUNTY EXECUTIVE COMMITTEE MEMBER  
LANDS,HOUSING & URBAN PLANNING  
COUNTY GOVERNMENT OF BOMET  
P. O. BOX 19-20400  
BOMET**

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 5% 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 90 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.

**RE-CARPETING OF BOMET TOWN ROADS**

- 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 Bidder) .....

.....

(Address of Bidder).....

(Name of Witness).....

(Signature of Witness).....

(Address of Witness).....

(Occupation of Witness).....



# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 5: APPENDIX TO FORM OF BID

# RE-CARPETING OF BOMET TOWN ROADS

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

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Bid Security (Bank Guarantee Only)		2 % of the contract sum
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	2 % of tender sum
Program of works to be submitted	14.1	Not later than 14 (fourteen) days after issuance of order to commence
Cash flow estimate to be submitted	14.3	Not later than 14 (fourteen) days after issuance of order to commence
Minimum amount of Contractors all risks insurance	23.2	1% of the Contract Price
Period for commencement, from Engineer's order to commence	41.1	14 days
Time for completion	43.1	3 Months
Amount of advance	60.12	Up to 30% of Bid sum
Advance payment security	60.12	30% of Bid sum in form of Unconditional Bank Guarantee
Amount of liquidated damages	47.1	Kshs. 10,000 per day
Limit of liquidated damages	47.1	5% of Contract Value
Defects Liability period	49.1	15 (fifteen) weeks
Percentage of Retention	60.3	5% of Interim Payment Certificate
Limit of Retention Money	60.3	5% of Contract Price
Minimum amount of interim certificates	60.2	10% of contract price
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60.10	28 days
Time within which payment to be made after Final Payment Certificate signed by Engineer	60.10	28 days
Appointer of Adjudicator	67.3	The Chartered Institute of Arbitrators (Kenya)
Notice to Employer and Engineer	68.2	<p>The Employers address is:  <b>COUNTY EXECUTIVE COMMITTEE MEMBER  LANDS, HOUSING &amp; URBAN PLANNING  COUNTY GOVERNMENT OF BOMET  P. O. BOX 19-20400</b></p> <p>The Engineer's address is:  <b>SUPRENTENDENT STRUCTURAL ENGINEER  MINISTRY OF ROADS, TRANSPORT &amp; PUBLIC  WORKS  COUNTY GOVERNMENT OF BOMET  P. O. BOX 19 – 20400  BOMET.</b></p>

Signature of Bidder.....

Date .....

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 6: FORM OF BID SECURITY.

**RE-CARPETING OF BOMET TOWN ROADS**

**TENDER BANK GUARANTEE**

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

WHEREAS [*Name of bidder*].  
.....  
.....

(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  
.....  
(Hereinafter called the Bank) are bound unto the

**COUNTY EXECUTIVE COMMITTEE MEMBER  
LANDS,HOUSING,URBAN PLANNING  
COUNTY GOVERNMENT OF BOMET**

(herein after 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.....

# RE-CARPETING OF BOMET TOWN ROADS

THE CONDITIONS of this obligation are:

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

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 7. QUALIFICATION CRITERIA

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 7. QUALIFICATION CRITERIA

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

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## RE-CARPETING OF BOMET TOWN ROADS

Qualification Criteria		Compliance Requirement	Documentation	
No.	Subject	Requirement	Bidder	Submission Requirements
<b>1. Eligibility</b>				
1.1	Eligibility	Nationality in accordance with Sub-Clause 4.1.	Must meet requirement	Section 7, Schedule 1
1.2	Conflict of Interest	No conflicts of interest in Sub-Clause 4.2.	Must meet requirement	Section 7, Schedule 1
1.3	Debarment	Not having been declared ineligible by the Employer, as described in Sub-Clause 4.3.	Must meet requirement	Section 7, Schedule 9
1.4	Incorporation & Registration	Pursuant to sub-clause 4.1 the following shall be provided; - Copy of Certificate of incorporation certified by a Commissioner of Oaths to show that the applicant is a registered company and legally authorised to do business in Kenya  - Proof of registration with the National Construction Authority in Category “NCA 6 ” for Roadworks and above	Must meet requirement	Section 7, Schedule 1
<b>2. Historical Contract Non-Performance</b>				
2.1	History of Non-Performing Contracts	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.	Must meet requirement	Section 7, Schedule 5
2.2	Pending Litigation	All pending litigation shall in total not represent more than fifty percent (50%) of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must meet requirement	Section 7, Schedule 8



## RE-CARPETING OF BOMET TOWN ROADS

Qualification Criteria			Compliance Requirement	Documentation
No.	Subject	Requirement	Bidder	Submission Requirements
<b>3. Financial Situation</b>				
3.1	Financial Performance	(a) Submission of audited balance sheets or other financial statements acceptable to the Employer, for the last two [2] years to demonstrate: (b) the current soundness of the applicants financial position and its prospective long term profitability, and (c) capacity to have a cash flow equivalent to 20% of the tender sum	(a) Score • 0 – 4 Marks  (b) Score • 0 – 6 Marks  (c) Score • 0 – 5 Marks	Section 7, Schedule 7
3.2	Average Annual Construction Turnover	(d) Average annual construction turnover of KShs.3 Million [Three Million], calculated as total certified payments received for contracts in progress or completed, within the last two [(2)] years	(d) Score • 0 – 10 Marks	Section 7, Schedule 7
<b>4. Experience</b>				
4.1(a)	General Construction Experience	Experience under construction contracts in the role as a main contractor or subcontractor for at least the last three [3] years prior to the applications submission deadline	Score • 0 – 10 Marks	Section 7, Schedule 5
4.2(b)	Specific Construction Experience	Participation as a roads contractor, management contractor or subcontractor, in at least three (3) each with a value of at least KShs. 5 Million (five million), successfully and substantially completed One (1) of the contracts should be in urban area that have been 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.	Score • 3 no projects 0 - 9 Marks  • Urban Area 0 or 6 Marks	Section 7, Schedule 5

## RE-CARPETING OF BOMET TOWN ROADS

Qualification Criteria		Compliance Requirement	Documentation	
No.	Subject	Requirement	Bidder	Submission Requirements
<b>5. Current Commitments</b>				
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 three years.	Score <ul style="list-style-type: none"> <li>0 - 10 Marks</li> </ul>	Section 7, Schedule 6
<b>6. Site Staff</b>				
	HQ Staff	The site staff shall possess minimum levels of qualifications set below;  Qualification = Higher National Diploma in Civil Engineering/Building construction	Score <ul style="list-style-type: none"> <li>3 marks</li> </ul>	Section 7, Schedule 4
	Site Agent	Qualification = Higher National Diploma in Civil Engineering/Building construction	<ul style="list-style-type: none"> <li>2 marks</li> </ul>	
	Foreman	General Experience Specific Experience	<ul style="list-style-type: none"> <li>2 marks</li> <li>2 marks</li> </ul>	
	Site Surveyor	Qualification = Dip. Civil Engineering General Experience = 2 yrs Specific Experience = 1 Yrs	<ul style="list-style-type: none"> <li>1 marks</li> <li>1 marks</li> <li>1 marks</li> </ul>	
<b>7. County based</b>				
	County Name (Bomet)	Should have physical address within Bomet County and Current work permit	0 or 5 marks	Section 7, Schedule 4
<b>8. Plant and Equipment</b>				
	See description below		Score <ul style="list-style-type: none"> <li>0 – 15 Marks</li> </ul>	

## RE-CARPETING OF BOMET TOWN ROADS

### 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 ownership. (\* Mandatory minimum number of equipment required by the Employer for the execution of the project that the bidder must make available for the Contract).

Item No.	Equipment Details	*Minimum Number Required for the Contract Execution	Compliance Requirement	No of Equipment Owned by the Bidder	No. of equipment to be hired/purchased by the Bidder	No. of equipment to be made available for the Contract by the Bidder
A	<b>General Plant</b> Asphalt Concrete batching plant	optional				
B	<b>Milling Machine</b> Asphalt Milling Machine	optional				
C	<b>Bituminous Plants</b> Bitumen Pressure distributor	optional				
D	Asphalt concrete paver	optional				
	<b>Compactors</b> Vibrating compaction plate 300 mm wide	optional				
E	Vibrating compaction plate 600 mm wide	optional				
	<b>Pot hole repair machines</b> Colas Sprayer Pavement Cutter Machine Paver Braker Machine Pedestrian Roller					
	<b>Subtotal for E</b>					

## RE-CARPETING OF BOMET TOWN ROADS

F	<p><b>Concrete Equipment</b></p> <p>Mobile concrete mixers Concrete vibrators</p>	1 1	3 marks			
G	<p><b>Transport (Tippers, dumpers, water tankers)</b></p> <p>4X2 tippers payload 7 – 12 tonnes</p> <p>6X4 tippers payload 16 – 20 tonnes</p> <p>8X4 tippers payload 16 – 20 tonnes</p> <p>Flatbed lorries</p> <p><b>Subtotal for G – tippers &amp; dumpers</b></p> <p>Water tankers (18,000 – 20,000 litres capacity)</p>	1	2 Marks			
H	<p><b>Earth – Moving Equipment</b></p> <p>Wheeled loaders</p> <p>Motor graders (93 - 205kW)</p> <p>Trench excavator</p>	0 optional				
I	<p><b>Excavators</b></p> <p>Hydraulic crawler mounted (7 – 10 tonnes) – 0.25 – 0.4 m<sup>3</sup> SAE bucket.</p> <p>Hydraulic crawler mounted (10 – 16 tonnes) – 0.40 – 0.60 m<sup>3</sup> SAE bucket.</p> <p>Hydraulic wheel mounted (7 – 10 tonnes) – 0.25 – 0.4 m<sup>3</sup> SAE bucket.</p> <p>Hydraulic wheel mounted (10 – 16 tonnes) – 0.40 – 0.6 m<sup>3</sup> SAE bucket.</p> <p>Hydraulic wheel mounted back loader (7 – 10</p>	optional     1	4 marks			

## RE-CARPETING OF BOMET TOWN ROADS

J	<p style="text-align: right;">tonnes) – 0.25 – 0.4 m3 SAE bucket.</p> <p><b>Subtotal for I</b></p> <p><b>Rollers</b></p> <p>Self-propelled single drum vibrating (various types)</p> <p>Pneumatic rubber tyre (1-2 tonnes/wheel)</p> <p>Double drum vibrating pedestrian roller</p> <p>Pedestrian rollers</p>	<p>optional</p> <p>optional</p> <p>optional</p> <p>Optional</p>				
---	---	---	--	--	--	--

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

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 8: SCHEDULES OF SUPPLEMENTARY INFORMATION

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## SCHEDULE 1: CONFIDENTIAL BUSINESS QUESTIONNAIRE

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



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**COUNTY GOVERNMENT OF BOMET  
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 .....

**RE-CARPETING OF BOMET TOWN ROADS**

Part 2(b) - Partnership:

Give details of partners as follows:

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

Part 2(c) - Registered Company:

Private or public .....

State the nominal and issued capital of the company-

Nominal Kshs. ....

Issued Kshs. ....

Give details of all directors as follows:

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

Part 2(d)- Interest in the Firm:

Is there any person / persons in the County Government of Bomet who has interest in this firm? Please insert Yes or No as appropriate in the space below.

Yes/No	Signature of Bidder	Date
--------	---------------------	------

- Attach proof of citizenship (Compulsory)

**RE-CARPETING OF BOMET TOWN ROADS**

**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.

**RE-CARPETING OF BOMET TOWN ROADS**

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

This is to certify that

[Name/s].....

.....

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

.....

.....

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

[project name]

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

Signed.....

(Bidder's Representative and Designation)

.....

(Employer's Representative)

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

**or**

This is to certify that we,.....

have on our own arrangements visited the site of the works and have acquainted ourselves with the scope of the works before submitting our tender for the

Tender Name.....

.....

Name of Bidder's representative

.....

signature

Date:.....

NOTE: This part is to be completed if the bidder did not take part in the organized site visit.

# RE-CARPETING OF BOMET TOWN ROADS

## SCHEDULE 4: KEY PERSONNEL

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE		
			Qualifications	General Experience (Yrs)	Specific Experience (Yrs)
<b>Headquarters</b>  Partner/Director or other key staff (give designation)					
<b>Site Office</b>  Site Agent  Foreman  Site Surveyor					

**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 signed and certified CVs of all key staff.

I certify that the above information is correct.

.....  
(Signature of Bidder)

.....  
(Date)

# RE-CARPETING OF BOMET TOWN ROADS

## SCHEDULE 5: SCHEDULE OF CONSTRUCTIONS OF SIMILAR NATURE CARRIED OUT BY THE BIDDER IN THE LAST THREE YEARS

DESCRIPTION OF WORKS	NAME OF CLIENT	VALUE OF WORKS (KSHS) *	YEAR COMPLETED/ REMARKS
<u>A) Non-completed Works</u>			
<u>B) Completed Works</u>			
<u>C) Specific Construction Experience</u>			

I certify that the above works were successfully carried out by this Bidder and hereby attach relevant copies of completion certificates.

.....  
(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

# RE-CARPETING OF BOMET TOWN ROADS

## SCHEDULE 6: SCHEDULE OF ONGOING PROJECTS

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

*(The 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 information is correct.

.....  
(Signature of Bidder)

.....  
(Date)

# RE-CARPETING OF BOMET TOWN ROADS

## SCHEDULE 7: 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.

	Year	Year
	Ksh.	Ksh.
Road works		
Other civil Engineering works		
Other (specify)		
Total		

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

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

- (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 providing the credit.  
 (c) Attach bank statements for the last six (6) months



**RE-CARPETING OF BOMET TOWN ROADS**

**SCHEDULE 8: 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.

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

Information on current litigation in which the Bidder is involved.

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

I certify that the above information is correct.

.....  
 Date

.....  
 Signature of Bidder

# RE-CARPETING OF BOMET TOWN ROADS

## SCHEDULE 9: DECLARATION FORM

### DECLARATION FORM

From [contractor]

Date \_\_\_\_\_

To

**COUNTY EXECUTIVE COMMITTEE MEMBER  
MINISTRY OF ROADS, PUBLIC WORKS AND TRANSPORT  
COUNTY GOVERNMENT OF BOMET  
P. O. BOX 19-20400**

We (name and address) \_\_\_\_\_

\_\_\_\_\_ declare the following:

- a) Have not been debarred from participating in public procurement.
- b) Have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(To be signed by authorized representative and officially stamped)

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 9: CONDITIONS OF CONTRACT

## RE-CARPETING OF BOMET TOWN ROADS

### SECTION 9A      CONDITIONS OF CONTRACT PART I: GENERAL CONDITIONS OF CONTRACT

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

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

FIDIC Secretariat  
P.O.Box 86  
1000 Lausanne 12  
Switzerland

Fax:                41 21 653 5432  
Telephone:       41 21 653 5003

## **RE-CARPETING OF BOMET TOWN ROADS**

### **SECTION 9B: CONDITIONS OF CONTRACT PART II: (CONDITIONS OF PARTICULAR APPLICATION)**

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

# RE-CARPETING OF BOMET TOWN ROADS

## CONTENTS

### CONDITIONS OF CONTRACT PART II (CONDITIONS OF PARTICULAR APPLICATION)

#### SUBCLAUSE 1.1 – DEFINITIONS

Amend this sub-clause as follows:

(i) The “Employer” is the County Government of Bomet, represented by the **COUNTY EXECUTIVE COMMITTEE MEMBER (MINISTRY OF LANDS, HOUSING AND URBAN PLANNING.**

(ii) The “Engineer” is the **SUPRETENDANT STRUCTURAL ENGINEER (MINISTRY OF LANDS, HOUSING AND URBAN PLANNING) COUNTY GOVERNMENT OF BOMET.**

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

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

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

(i) “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.

## RE-CARPETING OF BOMET TOWN ROADS

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

### SUBCLAUSE 5.2 – PRIORITY OF CONTRACT DOCUMENTS

Delete the documents listed 1-6 and substitute:

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

### SUBCLAUSE 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 utilisation 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.

## RE-CARPETING OF BOMET TOWN ROADS

### 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



## RE-CARPETING OF BOMET TOWN ROADS

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 (1<sup>st</sup> January)
- Good Friday
- Easter Monday
- Labour day (1<sup>st</sup> May)
- Madaraka Day (1<sup>st</sup> June)
- IddUIFitr
- Mashujaa Day (20<sup>th</sup> October)
- Jamhuri day (12<sup>th</sup> December)
- Christmas Day (25<sup>th</sup> December)
- Boxing day (26<sup>th</sup> December)

The Contractor 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 contractor 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

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### 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 Contractors 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:

- (i) All quarries and borrow pits shall be filled and landscaped to their original state after extraction of construction material

## RE-CARPETING OF BOMET TOWN ROADS

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

### SUBCLAUSE 20.4 - EMPLOYERS RISKS

Delete Sub-Clause (h) and substitute with;

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

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

### SUBCLAUSE 21.1 - INSURANCE OF WORKS AND CONTRACTOR 'S EQUIPMENT

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

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

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

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

### SUBCLAUSE 21.2 – SCOPE OF COVER

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

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

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

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

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### 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.”

## RE-CARPETING OF BOMET TOWN ROADS

Add the following subclause 29.2:

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

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

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

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

Add the following Sub-Clause 34.2 to 34.8

### SUBCLAUSE 34.2 – CONDITIONS OF EMPLOYMENT OF LABOUR

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

### SUBCLAUSE 34.3 – FAIR WAGES

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

(a) The Contractor shall pay rates of wages, observe hours of labour and provide conditions of labour, housing, amenities and facilities not less 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.

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

(c) Where the absence of established rates of wages, hours and conditions of labour or the dissimilarity of the general circumstances in the trade of industry in which the Contractor is engaged prevent the Contractor from observing rates of wages, hours and conditions of labour ascertained under sub-paragraph (a) and (b) above the Contractor in fixing the rates of wages, hours and conditions of labour of his employees shall be guided by the advice of the Labour Department.

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

(e) The Contractor shall maintain records in English of the time worked by, and the wages paid to, his employees. The Contractor shall furnish to the Engineer or Employer, if called upon to

## RE-CARPETING OF BOMET TOWN ROADS

do so, such particulars of the rates, wages and conditions of labour as the Employer or Engineer may direct.

(f) The Contractor shall at all times during the continuance of the contract display, for the information of his employees in every factory, workshop or place occupied or used by him for the execution of the Contract, a copy of this clause together with a notice setting out the general rates of wages, hours and conditions of labour of his employees.

(g) The Contractor shall be responsible for the observance of this clause by sub-Contractors employed in the execution of the works.

### SUBCLAUSE 34.4 – BREACH OF FAIR WAGES CLAUSE

Any Contractor or Sub-Contractor who is found to be in breach of Fair Wages Clause shall cease to be approved as a Contractor or Sub-Contractor for such period as the Permanent Secretary for the Ministry of 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.

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### 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

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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 – OMMISIONS OF QUANTITIES

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

Add the following Sub-Clause 58:



## RE-CARPETING OF BOMET TOWN ROADS

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.

## RE-CARPETING OF BOMET TOWN ROADS

6 Months after the date of issue of the Taking-Over Certificate, whole of the retention money shall become due and shall be paid to the Contractor when the Engineer shall certify in writing that the last section of the whole works has been substantially completed.

Upon expiration of the Defects Liability Period for the works, the other half of the Retention Money shall be certified by the Engineer for payment to the Contractor.

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

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

### SUBCLAUSE 60.4– CORRECTION OF CERTIFICATES

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

### SUBCLAUSE 60.5– STATEMENT AT COMPLETION

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

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

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

An estimate of amounts that the Contractor considers will become due to him under the Contract.

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

### SUBCLAUSE 60.6 – FINAL STATEMENT

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

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

Any further sums which the Contractor considers to be due to him.

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

## RE-CARPETING OF BOMET TOWN ROADS

### SUBCLAUSE 60.7– DISCHARGE

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

### SUBCLAUSE 60.8 – FINAL PAYMENT CERTIFICATE

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

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

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

### SUBCLAUSE 60.9– CESSATION OF EMPLOYERS LIABILITY

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

### SUBCLAUSE 60.10 – TIME FOR PAYMENT

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

- (i) In the case of Interim Payment Certificate, within the time stated in the Appendix to Form of Bid, after the Engineer has signed the Interim Payment Certificate.
- (i) In the case of the Final Payment Certificate pursuant to Sub clause 60.8, within the time stated in the Appendix to Form Of Bid, after the Engineer has signed the Final Payment Certificate.
- (ii) In the event of the failure of the Employer to make payment within the times stated, the Employer shall make payment to the Contractor of simple interest at a rate equal to two percentage points above the average Base Lending Rate of three leading banks namely Kenya Commercial Bank, Standard Chartered Bank and Barclays Bank for the time being or as shall be the case from the time to time obtained from the Central Bank of Kenya. The provisions of this Sub clause are without prejudice to the Contractor's entitlements under Clause 69 or otherwise.

## RE-CARPETING OF BOMET TOWN ROADS

### 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

An advance payment of the amount stated in the appendix to tender shall, following the presentation by the contractor to the employer of an approved performance security in accordance with sub-clause 10.1 and a guarantee in terms approved by the employer for the full value of the advance payment, be certified by the engineer for payment to the contractor

### 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.

## RE-CARPETING OF BOMET TOWN ROADS

### 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.”

## RE-CARPETING OF BOMET TOWN ROADS

### SUBCLAUSE 67.3 – ADJUDICATION

Delete the entire subclause 67.3 and add the following;

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

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

### SUBCLAUSE 67.3 – ARBITRATION

Delete the entire subclause 67.3 and add the following;

“Any dispute in respect of which:

The decision, if any, of the Adjudicator has not become final and binding pursuant to subclause 67.1, and Amicable settlement has not been reached within the period stated in subclause 67.2,

shall be finally settled, under the Laws of Kenya and the Arbitration Rules of the Chartered Institute of Arbitrators (Kenya Branch) by one or more arbitrators appointed by the Chartered Institute of Arbitrators (Kenya Branch).

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

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

### SUBCLAUSE 68.2 – NOTICES TO EMPLOYER AND ENGINEER

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

- a. The Employer’s address is:  
**COUNTY EXECUTIVE COMMITTEE MEMBER  
MINISTRY OF LANDS, HOUSING, URBAN PLANNING  
COUNTY GOVERNMENT OF BOMET  
P. O. Box 19 - 20400  
BOMET**
  
- b. The Engineer’s address is:  
**SUPERINTEDENT STRUCTURAL ENGINEER  
MINISTRY OF LANDS, HOUSING, URBAN PLANNING  
COUNTY GOVERNMENT OF BOMET  
P. O. Box 19 - 20400  
BOMET**

## RE-CARPETING OF BOMET TOWN ROADS

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.

## RE-CARPETING OF BOMET TOWN ROADS

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

Re-number 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 this clause.

### 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.



## RE-CARPETING OF BOMET TOWN ROADS

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.

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 10: FORM OF AGREEMENT

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 10: FORM OF AGREEMENT

*\*\* (To be signed after the award of a contract)*

THIS AGREEMENT is made on the ..... day of ..... 20 .....  
between the **COUNTY GOVERNMENT OF BOMET, P. O. BOX 19 - 20400, BOMET**  
hereinafter called "the Employer" of the one part and

**M/S .....** (**Contractor**)  
**of P. O . .....** (**address**) hereinafter called "the Contractor" of the  
other part.

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

.....(**Project name**).....

and has a Contract with the Contractor for the execution, completion and maintenance of  
such works until the time of Handing Over 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 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.

**RE-CARPETING OF BOMET TOWN ROADS**

SIGNED SEALED AND DELIVERED

By the said Employer: .....Date.....

**(COUNTY EXECUTIVE COMMITTEE MEMBER  
MINISTRY OF LANDS,HOUSING AND URBAN PLANNING  
COUNTY GOVERNMENT OF BOMET)**  
For and on behalf of the said Employer

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

.....  
(Signature of Witness)

.....  
(Address Of witness)

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 11: FORM OF PERFORMANCE BANK GUARANTEE AND ADVANCE PAYMENT GUARANTEE (UNCONDITIONAL)

**RE-CARPETING OF BOMET TOWN ROADS**

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

To

**COUNTY EXECUTIVE COMMITTEE MEMBER  
MINISTRY OF LANDS,HOUSING AND URBAN PLANNING  
COUNTY GOVERNMENT OF BOMET  
P. O. Box 19 ~ 20400  
BOMET**

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

Tender Name: .....

, ( hereinafter called the “Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified in the Appendix to Form of Bid as security for compliance with his obligations in accordance with the Contract;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of

Kshs.....  
(amount in figures)

Kshs.  
.....

.....  
(amount in words)

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any

**RE-CARPETING OF BOMET TOWN ROADS**

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 .....

**RE-CARPETING OF BOMET TOWN ROADS**

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To: **COUNTY EXECUTIVE COMMITTEE MEMBER  
MINISTRY OF LANDS,HOUSING AND URBAN PLANNING  
COUNTY GOVERNMENT OF BOMET  
P. O. Box 19 - 20400  
BOMET**

**(CONTRACT NAME)  
CONTRACT No. ....**

Gentlemen:

In accordance with the provision of the Conditions of Contract, sub clause 60.12 (“Advance Payment”) of the above – mentioned contract,

.....  
(hereinafter called the “Contractor”) shall deposit with the **COUNTY EXECUTIVE COMMITTEE MEMBER, MINISTRY OF LANDS,HOUSING AND URBAN PLANNING , COUNTY GOVERNMENT OF BOMET** to guarantee his proper and faithful performance under the said Clause of the contract in an amount equal to ten (10) % of the contract price, i.e.

Kshs.....(amount in figures)

Kshs.....(amount in words)

We, ..... as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to the **COUNTY EXECUTIVE COMMITTEE MEMBER, MINISTRY OF LANDS,HOUSING AND URBAN PLANNING , COUNTY GOVERNMENT OF BOMET** on his first demand without whatsoever right of objection on our part and without his first claim to the contractor, in the amount not exceeding,

Kshs.....(amount in figures)

Kshs.....  
.....  
.....(amount in words)

We further agree that no additional to or other modification of the terms of the Contract or of the Works to be performed there under or of the Contract documents which may be made



**RE-CARPETING OF BOMET TOWN ROADS**

between the **COUNTY EXECUTIVE COMMITTEE MEMBER, MINISTRY OF LANDS, HOUSING AND URBAN PLANNING, COUNTY GOVERNMENT OF BOMET** and the **CONTRACTOR**, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any change or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the contract until the **COUNTY EXECUTIVE COMMITTEE MEMBER, MINISTRY OF LANDS, HOUSING AND URBAN PLANNING, COUNTY GOVERNMENT OF BOMET** receives full payment of the same amount from the Contractor.

This guarantee shall be reduced pro rata with the deductions from the down payment made on the Interim Certificates in Accordance with Sub – Clause 60.2 of the Conditions of Contract.

Any dispute over the interpretation of the conditions of this letter of Guarantee shall be subject to the Laws of the Republic of Kenya.

After expiry, this document shall be returned to us for cancellation.

**SIGNATURE AND SEAL OF BANK:**

.....

Name of Signatory.....

Name of bank.....

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

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 12: ROAD MAINTENANCE MANUAL

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 13: STANDARD SPECIFICATIONS

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 13: STANDARD SPECIFICATIONS

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

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 14: SPECIAL SPECIFICATIONS

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 14: SPECIAL SPECIFICATIONS

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#### SECTION 1 – GENERAL

#### 101 SPECIAL SPECIFICATIONS

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

#### 102 LOCATION OF CONTRACT.

The works are located within Bomet County.  
The bridge is motorized and has two span with total Length of 33m

#### 103 EXTENT OF CONTRACT

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

##### 1. Bridge Works

- Site clearance
- Earth works and excavations
- Excavation for structures and drainage works
- Reinforced Concrete works

##### 2. Maintenance of passage of traffic through and around the works.

##### 3. Maintenance of works during Contract Period – Defect Liability Period shall be 1 month.

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.

## RE-CARPETING OF BOMET TOWN ROADS

### 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.

#### Explosive and Blasting

(a) The requirements of the Laws of Kenya governing explosives and other requirements and regulations of Government of Kenya and other authorities shall be complied with.

(b) No explosives of any kind shall be used without prior written consent of the Engineer.

The Contractor shall be solely responsible for the provision, handling, storage and transporting of all explosives, ancillary materials and all other items of related kind whatsoever required for blasting.

### 117 HEALTH, SAFETY AND ACCIDENTS

Add the following:

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

### 120 PROTECTION OF EXISTING WORKS AND SERVICES

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

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

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

## RE-CARPETING OF BOMET TOWN ROADS

### 121 DIVERSION OF SERVICES

- (a) The Contractor shall acquaint himself with the location of all existing services such as telephone lines, electricity cables, water pipes, sewers etc., before execution of any works that may affect the services. The cost of determining the location of the existing services together with making good or repairing of any damage caused all to the satisfaction of the Engineer shall be included in the BID rates.
- (b) Subject to the agreement with the Engineer, the Contractor shall be responsible for removal of alteration and relocation of existing services.
- (c) The Contractor shall indemnify the Employer against claims originating from damage to existing services or works.

### 123 LIAISON WITH GOVERNMENT AND POLICE OFFICIALS

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

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

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

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

### 128 STORAGE OF MATERIALS

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

### 129 TEST CERTIFICATES

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

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



## RE-CARPETING OF BOMET TOWN ROADS

means of identifying the materials and goods delivered to the site with the corresponding certificates.

### 131 SIGNBOARDS

The Contractor shall provide and erect one (2) publicity sign 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 the Turkana County Government'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.

### 142 ENVIRONMENTAL PROTECTION

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

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

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

## RE-CARPETING OF BOMET TOWN ROADS

- (d) The Contractor shall comply with all applicable Kenyan laws, orders and regulations concerning the prevention, control and abatement of excessive noise. Blasting, use of jackhammers, pile driving, rock crushing, or any other activities producing high-intensity impact noise may be performed at night only upon approval of the Engineer.
- (e) Immediately after extraction of materials, all borrows pits shall be backfilled to the satisfaction of the Engineer. In particular borrow pits near the project road shall be backfilled in such a way that no water collects in them.
- (f) Spilling of bitumen fuels Oils and other pollutants shall be cleared up.
- (g) The Contractor's attention is drawn to the requirements of the Standard Specification in regard to the environment and in particular to the following clauses:
  - Clause 115: Construction Generally
  - Clause 116: Protection from Water
  - Clause 136: Removal of Camps
  - Clause 605: Safety and Public Health Requirements Clause
  - Clause 607: Site Clearance and Removal of Topsoil and Overburden
- (h) No additional payment will be made to the Contractor to cover costs arising from the requirements for this Clause and the Contractor must include these costs in the rates inserted into the Bills of Quantities.

### 143 STAFF TRAINING

The Contractor shall allow for training of engineers, technicians and other support staff as may be instructed by the Engineer.

The payment of the allowances of such staff shall be made as instructed by the Engineer under the relevant provisions in the Bills of Quantities.

## SECTION 2 - MATERIALS AND TESTING OF MATERIALS

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

### SECTION 3 - SETTING OUT & TOLERANCES

#### 301 SETTING OUT

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

## RE-CARPETING OF BOMET TOWN ROADS

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

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

### b) Detailed Setting Out

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

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

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

## SECTION 4- SITE CLEARANCE AND TOP SOIL STRIPPING

### 401 SITE CLEARANCE

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

### REMOVAL OF TOPSOIL

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

### 403 REMOVAL OF STRUCTURES, FENCES AND OBSTRUCTIONS

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

## **RE-CARPETING OF BOMET TOWN ROADS**

### **SECTION 5 - EARTHWORKS**

#### **511 BORROW PITS**

The first part of the Standard Specification is amended as follows:-

Fill material which is required in addition to that provided by excavation shall be obtained from borrow pits to be located and provided by the Contractor but to the approval of the Engineer contrary to what has been stated.

#### **517 MEASUREMENT AND PAYMENT**

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

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

#### **601 GENERAL**

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

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

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

#### **602 MATERIAL SITES**

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

#### **603 PROVISION OF LAND**

Notwithstanding any indications to the contrary in the Standard specification the Engineer will not make available to the Contractor any land for quarries,

## **RE-CARPETING OF BOMET TOWN ROADS**

borrow pits, stockpiles and spoil areas, except for those areas in road reserves specifically approved by him.

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

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

### **605 SAFETY AND PUBLIC HEALTH REQUIREMENTS**

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

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

### **712 RIP-RAP**

Stone for rip-rap shall consist of well-shaped hard dense durable rock. At least 50 per cent of the pieces shall have a volume greater than 0.03m<sup>3</sup> and not more than 5 per cent shall have a volume of less than 0.01m<sup>3</sup>. Where instructed by the Engineer or shown the Drawings the stones shall be laid with close joints from the bottom of the slope of embankment, or existing ground upward, the larger of the stones being laid at the bottom. The surface shall be hand packed, carefully bedded and tightly wedged with suitable spalls to form an even surface. Alternatively the Engineer may direct that the stones are dumped from above and that the rip-rap is roughly dressed to the dimensions shown on the Drawings or instructed by the Engineer.

### **714 BACKFILL BELOW STRUCTURES**

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

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### 805 EXCAVATION IN HARD MATERIAL

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

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

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

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

### 817.6 Spoil Material

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

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## 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. Graveling 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:

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GRADING REQUIREMENTS AFTER COMPACTION		
Sieve (mm)	% by weight passing	
40	100	
28	95 – 100	
20	85 – 100	
14	65 – 100	
10	55 – 100	
5	35 – 92	
2	23 – 77	
1	18 – 62	
0.425	14 – 50	
0.075	10 - 40	
PLASTICITY INDEX REQUIREMENTS PI		
Zone	Min	Max
WET	5	15
DRY	10	25
BEARING STRENGTH REQUIREMENTS		
Traffic Commercial VPD	CBR	DCP Equivalent mm/Blow
Greater than 15	20	11
Less than 15	15	14
CBR at 95% at MDD, Modified AASHTO and 4 days soak		
Lower quality material (CBR 15) may be accepted if no better material can be found		

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



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## SECTION 17 – CONCRETE WORKS

### 1703 (C) FORMWORK FOR ABUTMENTS, WINGWALLS, CULVERT WALLS AND SLABS

This work shall consist of all temporary moulds for forming the concrete for Abutments, wing walls, 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 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.

Unless otherwise described in the Contract, all joints for exposed surfaces of concrete shall form a regular pattern with horizontal and vertical lines continues throughout each structure and all construction joints shall coincide with these horizontal and vertical lines. PVC pipes of 50 mm diameters for weep holes shall be arranged as shown on the drawings.

Unless otherwise specified, formwork shall be designed to form chamfers at all external corners whether or not such chamfers are shown on the Drawings to prevent cracks and other damage from arising.

## RE-CARPETING OF BOMET TOWN ROADS

The inside surface of forms shall be cleaned and coated with a releasing agent to prevent adhesion of concrete. Release agents shall be applied strictly with the manufacturer's detailed instructions. The release agent shall be applied to the formwork prior to erection. Release agent must not into contact with reinforcement. Immediately before concrete is placed, the forms shall thoroughly cleaned and freed from saw dust , shavings ,dust , mud or other debris by hosing with weather. Temporary openings shall be provided in the forms to drain away the water and rubbish.

(ii) **Scaffolding**

All scaffolding required to support the forms shall be designed and constructed to provide necessary rigidity and support the loads without appreciable deflection or deformation.

Details, plans and structural and flexural calculations for scaffolding shall be submitted to the Engineer for approval, but in no case shall the contractor be relieved of his responsibility for the results obtained by use of these plans, etc.

(iii) **Removal of Formwork**

The time at which the formwork is truck shall be the Contractor's responsibility and the forms shall not be removed until the concrete strength has reached 20 N/mm<sup>2</sup>.

(c) **Measurement and Payment**

Payment shall be made according to Section 8 of the Standard Specification of Roads and Bridges Construction.

**1703 (C) CONCRETE WORKS (CLASS 25/20) OF ABUTMENTS, 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 25/20 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. All cement is subject to the Engineer's approval; however, approval of cement bee

## RE-CARPETING OF BOMET TOWN ROADS

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 that cement have been stored for too long, moist, or caked, the cement shall be rejected and removed from the project.

### (j) 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.

#### (i) Grading of Fine Aggregates

Sieve Size	Percentage Passing
10 mm	100
5.0 mm	89-100
2.5 mm	60-100
1.2 mm	30-100
0.6 mm	15-54
0.3 mm	5-40
0.15 mm	0-15

#### (ii) Grading of Coarse Aggregates

Size of coarse Aggregates	Amounts finer than each standard sieve percentage passing by weight							
	40	30	25	20	15	10	5	2.5
	100	~	~	90-100	~	0-69	0-10	~

Other requirements for aggregates are as follows:-

#### (iii) Fine Aggregates

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

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(iv) **Coarse Aggregates**

Abrasion, AASGTO T96 : Max 40% loss  
Soft Fragment and Shale, AASHTO M80 : Max 50% 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 25/20

Concrete class 25/20 shall be used for culverts walls and slabs. The requirements of concrete class 25/20 are provided as follows unless otherwise the Engineer will designate any alteration.

Design Compressive strength : 25N/mm<sup>2</sup>.  
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.

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### (e) Concrete Work

#### (i) 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 use, 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.

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

#### (ii) Mixing and Delivery

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

#### (iii) 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.

#### (iv) 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 from the Engineer.

## RE-CARPETING OF BOMET TOWN ROADS

(v) 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.

**(a) Measurement and Payment**

Measurement for the Concrete Works Class 25/20 of culvert walls and slabs shall be measured in cubic metres for the walls and slabs actually constructed, measured from their dimensions shown on the drawings. Payment for the Concrete Works (Class 25/20) 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 incidentals necessary for the completion of the work schedule in accordance with the Drawings and these specifications and as directed by the Engineer.

# RE-CARPETING OF BOMET TOWN ROADS

## SECTION 15: BILLS OF QUANTITIES

# RE-CARPETING OF BOMET TOWN ROADS

## PREAMBLE TO BILL OF QUANTITIES

1. The Bills of Quantities forms part of the Contract Documents and are to be read in conjunction with the Instructions to Bidders, Conditions of Contract Parts I and II, Specifications and Drawings.
2. The brief description of the items in the Bills of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.
3. The Quantities set forth in the Bills of Quantities are estimated, representing substantially the work to be carried out, and are given to provide a common basis for bidding and comparing of Bids. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
4. The prices and rates inserted in the Bills of Quantities will be used for valuing the work executed, and the Engineer will only measure the whole of the works executed in accordance with this Contract.
5. A price or rate shall be entered in ink against every item in the Bills of Quantities with the exception of items that already have Provisional sums affixed thereto. The bidders are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply will be disqualified.
6. Provisional sums (including Dayworks) in the Bills of Quantities shall be expended in whole or in part at the discretion of the Engineer or his representative.
7. 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.

Errors in the pricing of the Bills of Quantities will be corrected in accordance with Clause (29) of instructions to bidders.



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## SECTION 16: DRAWINGS

(Standard drawings will be used where applicable)