



Kenya National Highways Authority

Quality Highways, Better Connections

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TENDER DOCUMENT

FOR THE

CONSTRUCTION OF THE

MAKUPA BRIDGE

(FIDIC EPC/ TURNKEY)

TENDER NO. KeNHA/2318/2020

AUGUST 2020

**DIRECTOR (HIGHWAY PLANNING &
DESIGN)
KENYA NATIONAL HIGHWAYS AUTHORITY
BARABARA PLAZA, OFF AIRPORT SOUTH
ROAD, OPP. KCAA
P.O. BOX 49712-00100
NAIROBI**

**DIRECTOR GENERAL
KENYA NATIONAL HIGHWAYS
AUTHORITY
BARABARA PLAZA, OFF AIRPORT SOUTH
ROAD, OPP. KCAA
P.O. BOX 49712-00100
NAIROBI**

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SECTION I

INVITATION TO TENDER

SECTION I - INVITATION TO TENDER

TENDER No. KeNHA/2318/2020

CONSTRUCTION OF THE MAKUPA BRIDGE PROJECT (FIDIC EPC/ TURNKEY)

The Kenya National Highways Authority (KeNHA) is a State Corporation established under the Kenya Roads Act, 2007, with the responsibility for the management, development, rehabilitation and maintenance of national roads.

The Authority invites bids from eligible construction companies registered with the **National Construction Authority (NCA)** in Category 1 or its equivalent from the country of origin. Foreign firms, if successful, will be required to register with the National Construction Authority. The Construction of the Makupa Bridge Project will be funded through the Government of Kenya, Development Vote.

SCOPE OF WORK

The scope of Works shall be as described in the Tender Document.

QUALIFICATION FOR TENDERING

Mandatory Requirements

The following must be submitted together with bid:

1. Copy of Certificate of incorporation/Certificate of Compliance.
2. Copy of Valid Annual Practising Licence with the National Construction Authority in the class specified above, or its equivalent from the country of origin in case of a foreign company.
3. Copy of Valid Tax Compliance Certificate
4. Copy of recent CR 12 form (Issued within the last Six 6 months from the Tender Opening Date), or its equivalent from the country of origin in case of a foreign company, duly notarized.
5. All foreign contractors must source **at least forty percent** of their supplies from **citizen** contractors, suppliers or consultants and must submit a declaration of compliance together with their tender. This requirement will form part of the Contract.
6. Under Regulation 12 of the National Construction Authority Regulations 2014 foreign

firm(s) to grant an undertaking in **WRITING** that the foreign person or firm:

- i. Shall subcontract or enter into a joint venture with a local person or local firm for not less than **thirty percent (30%)** of the value of the Contract work for which temporary registration is sought. The subcontracts or joint ventures should be with **NCA registered contractors** who meet the threshold for the Contract Works awarded to them.
- ii. Shall transfer technical skills not available locally to a local person or firm in such manner as the Authority may determine from time to time.

7. Bidders **must serialize** all pages for each bid document submitted.

Other Requirements

As specified in the Tender Documents covering the following: -

1. Similar previous experience
2. Equipment holding as per Appendix 1
3. Professional and technical personnel
4. Current workload
5. Litigation history Current Sworn Affidavit (i.e. within three months of the tender opening date)
6. Eligibility
 - a. Only those Bidders registered in the NCA 1 category or its equivalent from their country of origin (as indicated in the Tender Document) shall be eligible to bid for the respective tenders.
 - b. Bidders with history of Non-performance (e.g. failure to complete the projects for the last three (3) Financial Years, notice of termination or termination of contracts in the last three (3) Financial Years will be disqualified.
 - c. Directors bidding under different companies for the same tender shall be disqualified.
7. Any form of canvassing will lead to disqualification.

Procurement shall be based on the post qualification method and the above details will be submitted with the priced bid.

Due to the COVID -19 pandemic and consequently the Public Health directives issued, there shall be **NO Pre-Tender Site Visits**. However, bidders are encouraged to make separate arrangements to acquaint themselves with the site before submissions of their bids and can submit in writing any queries to the undersigned vide electronic means.

Interested eligible candidates may obtain further information and inspect Tender Documents

from **Procurement Office, Kenya National Highways Authority, Barabara Plaza** during normal working hours.

A complete set of Tender Documents may be obtained by interested tenderers by **downloading free of charge** from KeNHA website www.kenha.co.ke or www.supplier.treasury.go.ke

Completed bid documents should be addressed to: -

**Director General,
Kenya National Highways Authority,
Barabara Plaza, Off Airport South Road, Opp. KCAA,
P. O. Box 49712-00100,
NAIROBI, KENYA**

and be deposited in the Tender Box located at KeNHA's head office, so as to be received on or before **Thursday, 24th September, 2020**.

Opening of the bids will take place immediately thereafter at the Board Room, Barabara Plaza, Off Airport South Road, Opposite KCAA, in the presence of Tenderers/Representatives who wish to attend.

Deputy Director,
Supply Chain Management
For Director General

SECTION II
BACKGROUND AND PRELIMINARY INFORMATION
(EMPLOYER’S REQUIREMENTS)

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PROJECT DESCRIPTION

1.1 Introduction

The Government of Kenya's (GoK) vision is to enhance and sustain economic growth by provision of physical infrastructure through rehabilitation, improvement and effective management of existing infrastructure activities. The Government has earmarked funds through the Development Budget for use in design and construction of the Makupa Bridge Project through an EPC/Turnkey Contract framework.

1.2 Prevailing Situation

The State Department for Infrastructure in the Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works, through its Agency Kenya National Highways Authority (KeNHA) is responsible for the Management of National Trunk Roads. KeNHA is responsible for the Classified Highway A8 linking Kenya to Uganda. The Highway traverses Mombasa Island through Makupa Causeway and onwards to Nairobi and Malaba Border. The highway A8 is currently the main link between Mombasa Island and the Kenya Mainland.

The project is situated in Mombasa County. The existing Makupa Causeway currently separates the waters that surround Mombasa Island into Tudor Creek to the east and Port Reitz Creek to the west, hindering the free movement of water and marine life, and decaying ecosystem. Makupa Causeway was built in 1929 and is one of the links between Mombasa Island and the mainland, serving as the main road transport link between Mombasa Island and the Kenyan hinterland. Traffic volumes have grown significantly beyond design capacity of the Causeway, and it has now become a major bottleneck in the entry and exit from the Island.

While the island side of the causeway has minimal human activities, the mainland is highly developed with industrial and commercial premises. Currently, the Causeway is shared with **a railway line**, at least three (3 No.) **water/sewer/oil/gas pipelines**, **powerlines** and **fiber-optic cable conduits** visibly creating clear conflicts between these service lines and the road carriageways.

1.3 Overall Project Description

The main purpose of the project is to provide safe, efficient, effective and environmentally friendly crossing to replace the currently existing Makupa Causeway. The Works will include all field works, detailed engineering design and construction of a vehicular and Non-motorized transport crossing to replace the existing causeway and act as a link to the Mombasa Island and Kenya Mainland, to facilitate road transportation to and from the Mombasa Island.

Broadly the Contractor shall: -

- a) Undertake hydrographic, geological, geotechnical, topographical and cadastral surveys, preparation of Resettlement Action Plan (if needed), Estimation of valuation of properties for compensation along the proposed approaches and banks to facilitate necessary approvals and gazettement from the Lands Commission;
- b) Conduct an Environmental and Social Impact Assessment (EIA) study detailing the positive and negative effects on the environment with proposed mitigation measures for

- seeking approvals from NEMA;
- c) Undertake design and construction of the approved Makupa Bridge for the road traffic and to accommodate Non-motorized traffic ((NMT), existing Services and Utilities;
 - d) Prepare ‘as built drawings’ and operations and maintenance manuals for post construction management of the facility by the client;
 - e) Demolish the existing Causeway and structures and cart to spoil areas, all subject to approval of the Employer.
 - f) Removal of mangrove trees on the alignment and replanting elsewhere as instructed by the Employer’s representative.
 - g) Protection works and erosion protection.
 - h) Replanting of mangroves and natural vegetation
 - i) Relocation and accommodation of trunk services and utilities on the bridge.
 - j) Seek for review, comment and approval of (a) to (d) above, by the Employer as the Works proceed.

Note:

Design, Construction and Relocation of the railway shall be done by Kenya Railways Corp. The Bidder shall engage KRC while designing for the vehicular bridge as a key stakeholder incase of any rail/road conflict points.

The Demolishing/Dredging of the existing causeway will be undertaken during the Defects Notification Period (once the railway bridge works are completed by KRC.)

SCOPE OF WORKS

2.0 General

The scope of Works consists of the design and construction of the Makupa Bridge.

The summary of the Works to be carried out is as follows but not limited to;

- a) Detailed Engineering design of the bridge and approach roads ..
- b) Construction of the engineered dual carriageway vehicular bridge and approaches as per the approved Detailed Engineering Designs.
- c) Facilitation of the Employer's Representative as per the Employer's Requirement
- d) Erection of publicity signs as per instructions of the Employer's Representative
- e) Management and control of traffic during construction period
- f) Provision and erection of bridge furniture and markings, signage and other miscellaneous bridge works
- g) Demolish the existing Causeway and structures and cart to spoil areas, all subject to approval of the Employer's Representative.
- h) Removal of mangrove trees on the alignment and replanting elsewhere as instructed by the Employer's representative.
- i) Protection works and erosion protection.
- j) Replanting of mangroves and natural vegetation.
- k) Relocation and accommodation of trunk services and utilities on the bridge.
- l) Any other Works as may be instructed by the Employer's Representative or as agreed between the Contractor and the Employer.

2.1 Project Coordination

The project environment requires various stakeholders to be involved at various stages of the project implementation. It will be prudent to engage the stakeholders from the inception of the project for effective and efficient smooth running of the project. The following stakeholders have been identified and it's the responsibility of the contractor to coordinate as a technical committee:

1. Kenya National Highways Authority
2. Ministry of Finance and National treasury
3. State Department of Infrastructure, Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works
4. Kenya Railways Corporation
5. County Government of Mombasa
6. Kenya Pipeline Company
7. Kenya Maritime Authority
8. Kenya Coast Guard Service
9. Kenya Transport Association
10. Kenya Private Sector Alliance
11. Mombasa Water Supply & Sanitation Company Limited

12. Kenya Power and Lighting Company
13. National Environmental Management Authority
14. Kenya Ports Authority

TECHNICAL PARAMETERS

3.0 Summary of the Technical Parameters

	Parameter	Minimum Requirements
1.	Contract period	18 months
2.	Defects Notification Period	24 months
3.	Level of Service of the bridge	A
4.	Preferred Bridge type	Pre-stressed Concrete Box Girder Viaduct/Bridge
5.	Preferred Alignment	Bridge Constructed on Tudor Creek (Mombasa Island bound side)
6.	Class of Structural Steel	Grade S355 (of yield strength 355MPa) or equivalent approved by Engineer
7.	Steel protection from Weather and Environmental Conditions	Electrochemical corrosion protection systems
8.	Cement Specifications [check specs for marine applications]	CEM III Sulphate resistant, blast furnace slag cement for durability as per EN 197 cement specifications or other equivalent International specifications as approved by Employer.
9.	Load Standards	As per Euro codes/British Standards or equivalent internationally recognized standards. Full HA load with HB check of 45 units
10.	Navigation Clearance	Shall be as per guidelines of relevant navigation stakeholders. At least 30m above high tide level. <i>Note: Bidders' Dredger should be able to navigate and maneuver safely under the bridge.</i>
11.	Layout of Bridge Spans	The Contractor shall propose a layout after due consultations with key stakeholders for approval by the Employer. The Contractor shall be responsible for the accuracy of his proposal and any change during Contract implementation shall be at no cost to the Employer.
12.	Bridge Deck	Minimum of 3No vehicle lanes plus an additional lane provision for future BRT in each direction for the vehicular bridge. <i>(The BRT lane provided should be wide enough to allow for uninterrupted flow of traffic in the event of breakdown of a BRT Bus)</i> Shall be sized to accommodate the traffic on the newly constructed Mombasa – Kwa Jomvu project, with provisions for wide sidewalks and cycle tracks on either side of the carriageway, curb belts, median strip of at least 2m and including all the facilities/utilities that are currently in place on the causeway (with

	Parameter	Minimum Requirements
		reference to the affected stakeholders) and any future planned improvement / provision on that particular road section. A comprehensive NMT assessment should be carried out by the Contractor to establish the appropriate sizing of the sidewalks and cycle tracks.
13.	Bridge foundation type & sizing	The Contractor shall determine the actual size based on comprehensive geotechnical investigations made on site and shall be responsible for the accuracy of the sizing used in bidding.
14.	Minimum Bridge length	Minimum of 450m. The Contractor shall determine the actual size based on investigations made on site and shall be responsible for the accuracy of the sizing used in bidding. Any increase in sizing of the bridge after signing of agreement shall be at no extra cost to the Employer.
15.	Maximum gradient of the bridge	6.0% (for vehicular traffic)
16.	Walkways / Cycle tracks	A comprehensive NMT assessment should be carried out by the Contractor to establish the appropriate sizing of the sidewalk and cycle tracks
17.	Approach roads	Should be designed to ensure seamless connection with existing carriageway. At least 540m (Mariakani side) and 1 Km (Mombasa Island side).
18.	Replacement of weak soil	Earthworks for approach roads shall be constructed in approved hard fill material, replacing unsuitable subgrades to a minimum depth of 2.0 m
19.	Foundation Pile	Foundation Piles shall be provided with corrosion protection, minimum length of each pile is 40m.
20.	Minimum dredging range of channel	Minimum of 300m x 200m x 5m (Channel width x upstream and downstream range x dredging depth). The Contractor shall liaise with the relevant environmental bodies and other key stakeholders in establishing the final dredging extent.
21.	Provision for Trunk Services and utilities	Common ducts with access manholes as necessary for trunk utilities (water mains, sewer lines, telecoms, fibre-optic conduits, oil pipelines and high voltage power lines)
22.	Provision for Maintenance	The Contractor shall design the Bridge with maintenance strategy in mind. Inspection chambers, ladders and accesses shall be provided in the design.
23.	Signage & Lighting	The Contractor shall design, furnish and install a

	Parameter	Minimum Requirements
		complete permanent sign & Lighting system for the project. The design must provide for the orderly & predictable movement of all traffic and provide such guidance & warnings as may be needed to ensure the safe & informed operation of the traffic stream.
24.	Safety Audit Requirements	The Contractor shall be required to undertake a safety audit of the detailed design by an independent safety auditor who has experience and expertise in bridge safety engineering. This individual shall not have been involved in preparing the detailed design.
25.	Permits and Licenses Requirements	The Contractor shall obtain at his own cost all licences and permits necessary for the execution of the contract.
26.	Language of all contract documents	English

**Contract Period: The Bidder can propose a shorter/longer period depending on their design concept/financial capability and resources. A proposed work schedule will accompany the bid highlighting the construction period and milestones.*

3.1 Provisional Sums

The following provisional sums shall be included in the Contractor's Contract Sum:

S.No.	Provisional Sum	Amount (KSh.)
1.	Allow Prime Cost (P.C.) sum for the Employer's Representative's Miscellaneous account to be spent in whole or part as directed by the Employer's Representative against receipts.	10,000,000
2.	Allow Prime Cost (P.C.) sum for the Employer's Representative's attendance upon his staff including overtime.	30,000,000
3.	Allow a Prime Cost (P.C) sum for the project coordination expenses	10,000,000
4.	Allow a Prime Cost (P.C) sum for Relocation of Services	75,000,000
5.	Allow Employer's staff costs for superintendence and training.	10,000,000
6.	Allow Prime Cost (P.C.) Sum for Materials Testing.	3,000,000
7.	Allow Prime Cost (P.C.) Sum for Survey Equipment.	3,000,000
8.	Allow Prime Cost (P.C.) sum of KES 5,000,000 for off-road environmental mitigation measures to be used as directed by the Engineer	5,000,000
9.	Allow Prime Cost (P.C.) Sum for Commencement launching and Completion Ceremony	12,000,000

S.No.	Provisional Sum	Amount (KSh.)
10.	Allow for Prime Cost (P.C) Sum for Resident Engineer and staff mobile phone airtime.	3,000,000
11.	Provisional Sum For Contingencies to be expended in the Whole or Part as Directed by the Employer's Representative	10% of Sub-Total B as in Bill of Quantity (BoQ)

3.2 Specifications for Facilities for the Employer Representative

The Contractor shall ensure that the Employer's Representative's team is adequately supported and equipped to perform their duties and responsibilities. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable Employer's representative's team to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the Contract and to ensure that Employer's representative's staff are facilitated regularly and in a timely fashion.

The cost of the provision of these facilities shall be included in the Contractor's Contract price as follows:

S. No.	ELEMENT NO 1:- EMPLOYERS REQUIREMENTS	Unit	Quantity	Rate	Amount
	<u>BILL No 1 : PRELIMINARY AND SUPERVISORY SERVICES</u>				
	<u>EMPLOYERS REQUIREMENTS</u>				
	<u>Accommodation for the Employer's Representative and his Staff:</u>				
	Provide and maintain Employer's Representative's Staff Houses as follows, including equipment and furniture, ownership to revert to Contractor upon completion of contract				
	(i) House Type I	No.	1		
	(ii) House Type II	No.	1		
	(iii) House Type III	No.	7		
	(iv) House Type IV	No.	6		
	(v) House Type V	No.	8		
	<u>Main Office for the Employer's Representative</u>				
	Provide, furnish and maintain Engineer's Representative's main office in accordance with the specifications.	item	1		
	<u>Vehicles for the Employer's Representative</u>				
	Provide with driver, maintain and fuel two (2) new 4WD, Station Wagon 3,000 cc diesel vehicles for the exclusive use of the Employer's Representative, inclusive of the first 4000 km per vehicle per month. Ownership to revert to Contractor	Veh. Mth	96		
	Excess over item 1.06 for total aggregated mileage in excess of 4000 km per vehicle per month	Km	120,000		
	As item 1.06 but four (4) new 4WD, long wheel-base Twin Cab pickup, 3,200 cc diesel vehicles	Veh. Mth	156		
	Excess over item 1.08 for total aggregated mileage in excess of 4000 km per vehicle per month	Km	240,000		
	Provide, erect and maintain publicity signs as directed by the Employer's Representative	No	2		

132 HOUSING AND ACCOMMODATION FOR THE EMPLOYER’S REPRESENTATIVE’S SITE STAFF

The Contractor shall be instructed by the Employer’s representative to provide or rent accommodation (or give equivalent accommodation allowance) for the Resident Engineer and his/her site staff. This staff will generally comprise the following;

Designation	Number
Resident Engineer	1
Surveyor	1
Materials Technologist	1
Roads/Bridge Inspector	2
Graduate/Assistant Engineers	4
Assistant Inspectors/Technicians	4
Secretary/Office assistant	2
Chainmen/Labourers	8

The Contractor shall provide or rent and maintain furnished houses equivalent to Types I, II, III and IV of the Ministry of Roads standards. The housing shall be separate from the Contractors’ staff housing and shall be sited in a locality approved by the Resident Engineer.

132.4 MAIN OFFICE

The Contractor shall provide a furnished and equipped main office of plan area not smaller than 155 metre squares that is equivalent of the Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works Standard Resident Engineer’s Office. This office shall be of weatherproof construction, provided with mosquito proof and burglar-proof windows and lockable doors and suitably insulated against heat and cold, all to the satisfaction of the Engineer. The windows shall be fitted with curtains and blinders.

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

The office for the Resident engineer shall be completely separate from that of the Contractor.

Latrines and washrooms graded to staff seniority, together with a drinkable water supply and waterborne sewage disposal shall be provided for the office. The Contractor shall also provide 24 hours a day security and electricity supply to the offices and shall allow for any water and electricity consumed and for any statutory charges associated.

The main office shall revert to the Contractor at the end of the project.

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

The Contractor, when instructed, shall provide and install at the Engineer’s office the Equipment with minimum specifications as outlined in (a) to (e) below, and a dealer’s certificate and warranty:

(a)	Digital Photocopying Machine	1No.
1.	Make	Kyocera
2.	Model	Specify
3.	Copying speed	Minimum 40 cpm in A4 and minimum 20cpm in A3
4.	Warm up time from power on	Less than 2 min
5.	Paper size	A3 – A6
6.	Printing speed	Minimum 40ppm in A4 and minimum 20ppm in A3
7.	Scanning speed	Minimum 100 ipm in A4
8.	Processor	Present 600 MHZ
9.	Printing technology	Laser monochrome
10.	E - filling	Present
11.	Continuous copying	Minimum 990
12.	Paper input capacity	150 sheet multipurpose tray 2 x 500 sheet universal paper cassette
13.	Bypass tray	Minimum 1x100 sheets
14.	Paper output capacity	Minimum 250 sheets
15.	Programmable user codes	Present
16.	Auto reverse document feeder	Present
17.	3000 sheets finisher/sorter with 50 sheets stapler standard	Present
18.	Interface , Ethernet	USB 2.0, 10 base T, 100 base TX
19.	Free bundled software for network printing and scanning	Present
20.	Memory +storage	0.9GB +150GB
21.	Zoom	25-400 in 1% steps
22.	First copy out	5 seconds max
23.	Power supply	240v 50 Hz
24.	User information display	Present
25.	Fault diagnosis system	Present
26.	RADF (Reverse automatic document feeder)	Present
27.	ADU (Automatic duplex unit)	Present
28.	Printer scanner kit	Present
29.	Stapler finisher	Present
30.	Saddler finisher	Present
31.	Duty cycle	Minimum 50,000 copies per month
32.	Resolution	600x600dpi
33.	Repairs maintenance availability	Not less than 5 years, spares available locally
34.	Warranty	Minimum 1 year

(b) Personal Computer (PC) 2 No.
 The rate inserted for the PCs shall include for the provision of the UPS, a Printer and the software specified below for each PC.

1.	Processor & Core Logic	Core i7-7700 3.4GHz, 4 Cores
2.	System Memory	16 GB DDR4
3.	Storage Subsystem	1TB HDD
4.	Form Factor	Tower / Desktop
5.	Power System	220 – 240 V AC Power supply
6.	Display/Graphics	27” TFT Flat panel Color LCD, Same brand as CPU minimum Resolution 1024x768.
7.	Graphics Card	2 GB GDDR5 Dedicated
8.	Keyboard and Pointing Device	Enhanced keyboard & Optical Scroll mouse
9.	Audio	Stereo audio system full multimedia with speakers
10.	Communication interface	100/1000 Mbs Fast Ethernet NIC
11.	I/O interface ports	USB compatible keyboard, Serial Port, Parallel Port, USB Port, Ethernet, VGA Port
12.	Operating System	64-Bit MS Windows 10.
13.	Application Software	Microsoft Office 2016 or later.
14.	Anti-Virus	Latest Antivirus Version with media and License
15.	UPS	700VA UPS
16.	Warranty	1 year
17.	Brochure	Manufacture’s Literature and Detailed Specifications (Be Attached)

(c) Laptop 4No.

The rate inserted for the Laptop shall include for the provision of a printer and software specified below for each laptop.

1.	Processor & Core Logic	Intel Core i7 Processor (2.4 GHZ, 8MB Cache)
2.	System Memory	Standard 8GB RAM
3.	Storage Subsystem	1TB 5400rpm hard drive
4.	DVD Drive	External DVD Writer
5.	Power System	3-cell, 48 WHr Li-ion: up to 10 hours
6.	Display/Graphics	17" HD AG LED SVA UMA display
7.	Audio & Webcam	PCI 3D audio system / Built in Microphone / 1.3 MP Integrated HP True Vision HD Webcam
8.	Communication interface	10/100 Mbs Fast Ethernet, RJ 45 jack, WIFI,IEEE, Bluetooth
9.	Graphics Card	Integrated Graphics
10.	I/O interface ports	USB/ HDMI Ports
11.	Operating System	64-Bit MS Windows 10
12.	Application Software	Latest Ms Office Suite
13.	Anti-Virus	Kaspersky Antivirus
14.	Accessories	Leather Carry Case and Wireless Mouse
15.	Battery Life	Min 6 hrs

16. Warranty One (1) Year

(d) Laser jet Printer - 1No.

	Print	
1.	Speed Colour	Up to 30ppm Colour Print
2.	Double Sided Printing	Automatic Double Sided Printing
3.	Printer Resolution	600 x 600 dpi Print
	Scan	
4.	Scanner Optical Resolution	300 x 300 dpi Scan
5.	Scan Facility Present	Yes
6.	Scanner Features	Scan to e-mail; Scan to network folder
7.	Scanner Type	Colour Flatbed
	Copy	
8.	Copier Resolution	600 x 600 dpi Copy
9.	Copier Functions	Multiple copies Up to 99
	Fax	
10.	Fax Facility Present	Yes
	Interfaces	
11.	Interface Type(s)	USB & Network
12.	LCD Screen	8.89cm Colour Touchscreen
13.	Network Interface	10/100/1000 Base-TX Network
14.	Network Ready	Yes
15.	USB Port	Yes
	System Specification	
16.	Processor	800MHz Processor
17.	Memory (Maximum)	256MB RAM
	Compatibility	
18.	Operating Systems Supported	Windows & Mac Compatible
	Media Handling	
19.	Paper Trays	3
20.	Paper Handling Input 1	100 Sheet MPT Tray
21.	Paper Handling Input 2	250 Sheet Input Tray
22.	Paper Handling Input 3	50 Sheet ADF
23.	Automatic Document Feeder	50 Sheet
24.	Media Supported	Paper envelopes, labels,
	Physical/Dimensions	
25.	Colour Printer	Yes, Colour
26.	Technology	Multifunction Laser Printer
27.	Dimensions	515mm (W) x 500mm (D) x 538mm (H)- Weight 40.8kg
28.	Power Consumption	605W (Max) / 52W (Standby) / 8.1W (Saving)
29.	Product Type	A4 Laser Printer
30.	Voltage/ Power/ Frequency	240VAC / 60Hz
	Software	
31.	Printer Languages	HP PCL 6, HP PCL 5c
32.	Software Included	Windows Installer and HP PCL 6 driver, Mac Installer.
33.	USB Cable	To be included
	Warranty	
34.	Warranty	1 Year warranty

(e) Mobile Phones - 5No.

Specifications

<u>Technology</u>	<u>GSM / CDMA / HSPA / EVDO / LTE</u>
<u>Dimensions</u>	162.3 x 77.2 x 7.9 mm (6.39 x 3.04 x 0.31 in)
<u>Weight</u>	196 g (6.91 oz)
<u>Build</u>	Glass front (Gorilla Glass 6), glass back (Gorilla Glass 6), aluminum frame
<u>SIM</u>	Single SIM (Nano-SIM) or Hybrid Dual SIM (Nano-SIM, dual stand-by) IP68 dust/water resistant (up to 1.5m for 30 mins) Stylus (Bluetooth integration, accelerometer, gyro)
<u>Type</u>	Dynamic AMOLED capacitive touchscreen, 16M colors
<u>Size</u>	6.8 inches, 114.0 cm ² (~91.0% screen-to-body ratio)
<u>Resolution</u>	1440 x 3040 pixels, 19:9 ratio (~498 ppi density)
<u>Protection</u>	Corning Gorilla Glass 6 HDR10+ Always-on display
<u>OS</u>	Android 9.0 (Pie), upgradable to Android 10, One UI 2
<u>Chipset</u>	Exynos 9825 (7 nm) - EMEA/LATAM Qualcomm SM8150 Snapdragon 855 (7 nm)
<u>CPU</u>	Octa-core (2x2.73 GHz Mongoose M4 & 2x2.4 GHz Cortex-A75 & 4x1.9 GHz Cortex-A55) - EMEA/LATAM Octa-core (1x2.84 GHz Kryo 485 & 3x2.42 GHz Kryo 485 & 4x1.78 GHz Kryo 485) -
<u>GPU</u>	Mali-G76 MP12 - EMEA/LATAM
<u>Card slot</u>	microSDXC (uses shared SIM slot) - dual SIM model only
<u>Internal</u>	256GB 12GB RAM, 512GB 12GB RAM UFS 3.0
<u>Quad</u>	12 MP, f/1.5-2.4, 27mm (wide), 1/2.55", 1.4µm, Dual Pixel PDAF, OIS
<u>Features</u>	LED flash, auto-HDR, panorama
<u>Video</u>	4K@30/60fps, 1080p@30/60/240fps, 720p@960fps, HDR10+, stereo sound rec., gyro-EIS & OIS
<u>Single</u>	10 MP, f/2.2, 26mm (wide), 1/3", 1.22µm, Dual Pixel PDAF
<u>Features</u>	Dual video call, Auto-HDR
<u>Video</u>	4K@30fps
<u>Loudspeaker</u>	Yes, with stereo speakers
<u>3.5mm jack</u>	No 32-bit/384kHz audio
<u>WLAN</u>	Wi-Fi 802.11 a/b/g/n/ac/6, dual-band, Wi-Fi Direct, hotspot
<u>Bluetooth</u>	5.0, A2DP, LE, aptX
<u>GPS</u>	Yes, with A-GPS, GLONASS, BDS, GALILEO
<u>NFC</u>	Yes
<u>USB</u>	3.1, Type-C 1.0 reversible connector

Prior to purchase of the computers, phones, laptops and printers, the Contractor shall submit the specifications of the same to the Engineer for approval. The Contractor should include in his cost the provision of high-speed internet (20mbps) for the duration of the Contract for all the computers. The Personal Computers, Laptops printers and Photocopying Machine shall revert to the Employer at the end of the Contract. The Contractor shall be paid for these items under appropriate bill items in the BoQ.

LIST OF FURNITURE FOR ENGINEER'S OFFICE

ITEM	DESCRIPTION	No.
1	Executive office desk	1
2	Executive office chair	1
3	Conference table 10-seater	1
4	Standard office desk 3x2 lockable drawers	1
5	Standard office chairs	1
6	Office desks 3x1 lockable drawers	7
7	Office chairs	12
8	Office desks 3x1 drawers	2
10	Filing cabinets 4 drawers	2
11	Curtains	As applicable
12	Office cupboard	1
13	Standing Water Dispenser (Hot & Cold)	1
14	Dust bins	3
15	Stapling machine (ofrex) and pins	3
16	Paper punch	3
17	Scientific calculator	5
18	Fully equipped first Aid Kit	1
19	Electric heater fans	2
20	Wall clocks battery powered	2
21	Filing trays	7
22	Waste paper baskets	4
23	Electric or gas cooker with 4 plates and oven	1
24	Refrigerator with freezer capacity 180 litres	1
25	Digital Microwave - 26 Litres - 900W	1
26	Paper Shredder	1

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

137 ATTENDANCE UPON THE ENGINEER AND HIS STAFF

The Contractor shall pay wages (including all overtime) and house all attendant staff to fulfil the requirements of Clause 137 of the Standard Specification. The number of staff required for these duties shall be about:

- 4 (four) No. Assistant Inspectors
- 2 (two) No. Secretary/Office assistant
- 8 (eight) No. chainmen/laborers.

This shall be reimbursed under the item of "Allow Prime Cost (P.C.) sum of for the Employer's Representative's attendance upon his staff including overtime".

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

The Contractor shall when instructed to do so provide and maintain in good working condition for the exclusive use of the Employer’s Representative and his appointed assistants throughout the contract:

- a) Two (2) Brand new turbo charged diesel propelled 4WD 5 door 7 seater utility station wagon vehicles of minimum engine capacity 3000cc fitted with fog lights, side step, 17 x 7.5” alloy wheels, DVD changer, back guide monitor, front parking sensors, 12 speaker audio system, rear wiper, passenger and driver’s knee and side air bag system, shield airbags, active head rest, head lamp cleaning system, 3-zone climate control air conditioning, smart entry and start, audio input with USB and ipod control, full spare wheel and cover, towing capacity 2,500kg braked, roof rails, rear view reverse camera, ABS, leather premium seats and door trim, door mirror with turn lamp and auto free hubs for the exclusive use of the Engineer.
- b) Four (4) brand new turbo charged diesel propelled four wheel drive Double Cabin pick-up of minimum engine capacity of 3200cc fitted with all accessories as (a) above.

All the pickups shall be fitted with fibre grass covering to the approval of the Engineer.

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

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

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

The vehicles shall revert to the Contractor at the end of the contract.

139 RECEIPTED ACCOUNTS

The Contractor maybe instructed by the Employer’s representative or his appointed assistants to make payments of general miscellaneous accounts for such items as stationery, stores and equipment and miscellaneous supervision personnel and claims or the Employer’s representative may direct the Contractor to purchase or pay for the above. The Contractor will be paid on a prime cost basis.

Detailed Design

The Detailed Design shall involve the preparation of detailed working drawings, project specifications and the appropriate documentation for construction purposes. The Detailed Design of the Makupa Bridge Project shall include, but will not be limited to, the following:

- (i) Design Base Statement.
- (ii) All working drawings, schedules and designs required for the Construction Works in accordance with the applicable standards and codes of procedure listed herein.
- (iii) Project specifications and other provisions required for the Construction Works.
- (iv) Design changes to the drawings, to comply with the Engineering Requirements or as agreed by the Employer.
- (v) A detailed geotechnical report.
- (vi) A detailed topographical survey report.
- (vii) Hydrology, hydraulic and Drainage design report.
- (viii) A detailed material reports.
- (ix) Safety Audit report.
- (x) All approval requirements of other relevant authorities shall be adhered to.
- (xi) Traffic analysis and traffic loading.
- (xii) Environmental and Social Impact Statement (compliance with environmental requirements).
- (xiii) Resettlement Action Plan and valuation Report

3.3 Standards and Guidelines

The design, documentation and construction shall be undertaken in accordance with the following manuals:

- Road Design Manual, Part I; “Geometric Design of Rural Roads”, January 1979
- Road Design Manual, Part III; “Materials and Pavement Design for New Roads”, August 1987
- Road Design Manual, Part IV; “Bridge Design”, August 1993
- Proposed Manual for Traffic Signs in Kenya,
- Part I, “Road Markings” and,
- Part II, Manual for Traffic Signs in Kenya, June 1975
- Standard Culverts and Drifts Manual, 1982
- Standard Drainage Structures Manual Part I
- TRRL; “LR 623: The Prediction of Storm Rainfall in East Africa”, by D. Fiddes, J. A. Forsgate and A. O. Grigg,

- TRRL; “LR 706: The TRRL East African Flood Model”, by D. Fiddes,
- Standard Specifications for Road and Bridge Construction, 1986
- KeNHA Survey Manual
- Road Safety Audit Manual/guidelines
- Environmental Management and Co-ordination Act (EMCA), 1999
- Environmental Impact Assessment and Audit Regulations,2003.
- The Constitution of Kenya 2010

Other internationally accepted standards such as listed below shall be used on approval by the Employer:

- American Association of State Highway and Transportation Officials (AASHTO)
- Eurocodes
- Design Manual for Roads and Bridges (DMRB) UK
- Overseas Road Notes
- South African Design Manuals
- Others standards proposed by the bidder

3.4 Construction

Works shall be carried out in accordance with the provisions of the Conditions of Contract, Standard Specification for Road and Bridges Construction 1986 Edition Published by the Ministry of Transport and Communication or other approved equivalent specifications.

3.4.1 Testing During Construction

Tests shall be done as per the Clause 7.4 of the Conditions of Contract and the applicable Technical Standard. The type and nature of test shall depend on the type of Work and the approved design.

3.5 Test on/After Completion

3.5.1 Test on Completion

Test on completion shall be done as per the Conditions of Contract to demonstrate that the Project performance and Contractual requirements have been met and the bridge is functional.

3.6 As Built Documents and As Built Drawings

In addition to the provisions of the Conditions of Contract, within one (1) month after the completion of the Construction Works, the Contractor shall provide the Employer, with a Construction Completion Report, a schedule of fixed assets and as-built drawings, in hard copy as well as in the agreed electronic format, and as amended from time to time and all such other records as may be required and agreed upon.

3.7 Geotechnical Report

The Contractor shall provide a geotechnical report which will contain all geotechnical data gathered by the Contractor as a result of investigations for the Works and information of relevance to the maintenance of the Works.

Of importance are the Structure foundations: records, effectiveness and problems of soil, sea and ground water conditions encountered, including Temporary Works. Pile logs, pile tests and other

relevant test details. Settlement records with dates of each major stage, Settlement control stations, as-built foundation dimensions, etc.

3.8 Bridge Maintenance Manual

The Contractor shall compile a bridge maintenance manual in accordance with Relevant Standards and in accordance with best international practice. The bridge maintenance manual shall include the following headings and sub-headings:

- a) Inventory General Inventory Details
- b) Structure Type Details
- c) Structure Summary
- d) Drawings Location Plan (and/or Strip Map)
- e) General Arrangement Drawings
- f) As-Built Drawings
- g) Design and Check Certificates
- h) Construction Compliance Certificates
- i) Key Correspondence
- j) Design Drawings
- k) Design Option Choice
- l) Construction Special Construction Techniques
- m) Construction Problems and Repercussions
- n) Materials, Components and Treatments Materials
- o) Components
- p) Surface and protective treatments
- q) Certification and Tests
- r) Inspection Acceptance Inspection
- s) Inspection Schedule
- t) Inspection Records
- u) Maintenance Routine Maintenance Schedule
- v) Design Features Affecting Maintenance
- w) Maintenance Cycle
- x) Lifecycle Maintenance Plans
- y) Assessment and Load Management Assessments and Review
- z) Load Management
- aa) Legal
- bb) Environmental
- cc) Supplementary records

The bridge maintenance manual shall include, without limitation:

1. The original (master) set of full-size drawings, on a durable medium suitable for reproducing copies, showing full details of the Works as constructed at an appropriate scale;
2. A design calculations report. The Contractor's designer shall prepare the design calculations report which shall include, for each major element of the Works, design the following information:
 - A description of the design philosophy, referring to principal standards employed and
 - The various design parameters, and loadings used during design;
 - A schedule of principal calculations (including checks) required to define the design details of the Contractor's proposals forming the scheme; and
 - Copies of selected principal calculations, and records of checking procedures as required by the Engineer;
3. Fully detailed information necessary for input in a bridge management system.

3.9 Lighting Installations Manual

The Contractor will be required to supply a Lighting Installation manual, which is intended to provide a reference document giving details of the installation design and construction and to identify areas where special maintenance (i.e. increased frequency of inspection over the standard periods) is required and why. It shall be concise and cross referenced to other relevant records, in particular to as-built drawings. It shall contain the following:

- a) details of column supplier, make of lantern and model type, modification status, lamp setting within lantern, lamp type and make of photo electrical cell (including serial numbers of all units), shall be notified to the Engineer;
- b) Schedules of equipment installed during the Works;
- c) Schematic layouts of power distribution; and
- d) A record of all cable joints.

3.10 Test after Completion

Test after completion shall be done as per the Conditions of Contract to demonstrate that the Project performance and functionality of the bridge.

CONTRACTOR'S REPORTING OBLIGATIONS

11.1 Introduction

The Contractor shall be required to submit the following reports/documents to the Employer's Representative during the project and at the completion of the Works for approval or otherwise as a routine submission.

The Contractor is advised that there shall be project monitoring site meetings.

The Contractor shall include in the Contract Price costs related to Employer's personnel attending scheduled and ad hoc site related meetings where necessary. The costs shall cover road and air travel, accommodation allowances, meals, among others.

The meetings at minimum shall include;

- i. Preliminary and detailed design presentation meeting
- ii. Presentations meeting with the project Key stakeholders
- iii. Scheduled monthly progress monitoring site meetings
- iv. Additional one ad hoc meeting per month

No extra cost will be paid to the Contractor for detailed design drawings and needed site investigation. These costs are deemed to be included in the Contract Price.

11.2 Progress Monitoring

The Contractor shall prepare the following project planning and progress reports:

Report	Timing	Description
Inception Report	4 weeks from order to commence	Confirm methodology and work plan, task assignment, project team and staff schedule and Log-Frame indicators
Project Control Plan	6 weeks from order to commence	Define all quality and performance controls for the assignment
Monthly Progress Reports	Monthly*	Concise summary of progress and key achievements in previous month; planned activities for coming month; Identify critical issues to be addressed and report against Log-Frame indicators. The Monthly Progress Reporting should also include a presentation on the Monthly Report to be made by the Contractor to the Employer.
Draft Completion Report	4 weeks before contract end	Comparison of actual versus original planned activities, inputs, costs with reasons. Key issues raised and addressed during the assignment. Evaluation of performance against Log-Frame indicators. Outstanding issues. Recommendations to the Employer on how to improve service provision. The Draft Completion Report should also include a presentation on the Report to be made by the contractor to the Employer.
Final Completion Report.	1 week after Contract end	As above, updated with final activities, inputs, costs, plus incorporation of comments from the Employer.

* Submission dates to be agreed with KeNHA

11.3 Technical Reports

In addition to the routine progress, inception and assignment completion reports described above, the Contractor shall prepare the following technical reports, initially in draft form for discussion with the Employer and other relevant parties, and as Final Reports for as approved by the Employer.

The Contractor shall submit two electronic copy and one original hard copy of all draft Technical Reports to the Employer. Electronic reports shall be in a format that can be read by Microsoft Office 2007 or earlier. The Employer shall endeavour to review and approve or comment on the draft reports and communicate its comments to the Consultant within two weeks of their receipt. Documents and reports which are not structured comprehensively will not be considered draft and will be returned to the Contractor for revision.

The Contractor shall submit one electronic copy and one signed hard copy of all Final Technical Reports to the Employer.

The ownership of all reports and documents submitted as a result of these services shall revert to KeNHA.

1. Design Base Statement

This shall define the set of design criteria and assumptions that are agreed by the Employer as the basis of all design work for the project. This may include revisions and alternatives to the relevant technical manuals where appropriate.

2. Feasibility Study Report

This shall include a review of available Feasibility Study reports and summary of all analysis carried out to update technical, economic, social and environmental viability of the proposed project, including route assessment, non-motorized traffic studies.

3. Topographic Survey Report

This report shall contain a detailed description of the method of survey, a list of established control points with their coordinates, the location of traverse control points, a list of inter-visible control points, a list of scale factor for each established control point, check control points, etc. All data shall be in electronic format for digital terrain model usage.

The report should be sufficiently detailed to provide the supervision consultant and the contractor with adequate and easily referenced survey information during the construction stage.

4. Hydrological and Hydraulic Report

This report shall detail all assumptions, standards and criteria used in the calculation of peak run off from each catchment, and such calculations shall be submitted in full. Hydraulic calculations shall be submitted for each existing or additional drainage structure.

The condition of each existing structure shall be summarized and reasons stated for its abandonment, extension or enlargement. The need for erosion or scour protection for each structure shall be evaluated and quantified.

5. Geotechnical Report

This report shall summarize all geotechnical findings.

Full details of identified geotechnical problems shall be documented and calculations provided.

Remedial measures options shall be proposed and evaluated and quantified.

Testing regimes shall be described and all test results annexed.

6. Design Options Report

This shall be prepared where a number of design options have been considered and shall include a description, summary of the analysis and recommendations as to the preferred option proposed by the Contractor.

7. Detailed Design Report

The Report shall include a concise Design Statement, that provides a summary of all design standards, criteria and assumptions used to prepare the design, and the dates and scope of all survey and data collection activities. This shall be prepared in tabular form and act as an Executive Summary to the design report.

The report shall include a list, the relevant design standards followed and a Departures Report identifying all instances where these standards have been deviated from and the reason for such deviation.

The report shall include the estimated Construction Quantities of the presented design.

The report shall include a provisional traffic management plan detailing how motorized and non-motorized traffic and pedestrians shall be accommodated during the construction phase.

8. Safety Audit Reports

The reports for safety audits at each stage of the design process shall be prepared in accordance with the relevant Manual. The Contractor shall also prepare the Responses Report to demonstrate how each item raised in the audit reports has been addressed.

9. Environmental and Social Impact Assessment Report

The Contractor shall prepare the status of implementation of the EMP contained in the Environmental and Social Impact Assessment Report (ESIA) prepared by KeNHA.

10. Special Specifications

The Design Manual contains many options in relation to both materials requirements and methods of construction. During the construction stage, the project site conditions and

availability of materials may render some options inappropriate. Further, for future maintenance purposes there may be a need for standardization, particularly in relation to street furniture and markings.

The Contractor shall therefore review the General Specification and recommend specific options, or possibly additional options, which shall be incorporated into the works after approval by the Employer.

QUALITY ASSURANCE

5.1 Requirements

The Contractor shall operate a Quality Management System complying with ISO 9001: 2001 for the duration of the Contract.

The Quality Management System shall describe the management, organisation, responsibilities, procedures, processes, resources and programme for the Works and shall cover all stages of the Contract including design, procurement, execution, construction, completion, testing, commissioning and activities during the Defects Notification Period. The Quality Management System shall be contained in the:

- a) Design quality plan; and
- b) Construction quality plan.

Where a quality plan refers to or relies on the Contractor's quality manual or procedures the relevant part of that manual or procedure shall be reproduced in the relevant Quality Plan. There is no need to supply a complete quality manual.

5.2 Quality Plans

Specific quality plans shall be based on the requirements shown below unless otherwise agreed by the Engineer.

The quality plans shall fully satisfy the needs of the Contract, the requirements of ISO 9001:2000 and the relevant parties' quality manuals and procedures. The quality plans shall be approved by the Contractor's Quality Director and shall then be submitted to the Engineer for review and approval prior to commencement of any related activity. No Work shall commence prior to the relevant quality certificate (Annex 5) having been approved by the Engineer.

Each quality plan shall indicate "hold points", i.e. points where no further Work or activity will proceed without the written approval of the designated person identified in the related quality procedure or Work instruction. All quality plans shall be submitted with a completed quality certificate.

5.2.1 Design Quality Plan

The design quality plan shall contain (as a minimum):

- A copy of a current certificate from an accredited certification body showing that the Contractor's designer, and any associated or subcontracted parties, operates a Quality Management System complying with ISO 9001:2001;
- Identification of key personnel, with CV's, to be engaged in the design;

- Identification of key personnel, with CV's, to be engaged in checking and
- certification of the designs (where appropriate);
- List quality procedures to be provided;
- Identify specialist activities and personnel;
- Describe arrangements for quality control; and
- Identify hold points.

5.2.2 Construction Quality Plan

The construction quality plan shall contain (as a minimum):

- A copy of a current certificate from an accredited certification body showing that the Contractor, and any associated or subcontracted parties, operates a Quality Management System complying with ISO 9001:2001;
- Identification of key personnel, with CV's;
- A list of Subcontractors to be employed;
- A list of quality procedures and method statements to be provided (paying particular attention to control of Subcontractors' Work);
- Description of specialist activities and personnel;
- Description of arrangements for quality control of purchased products and materials;
- Description of control of workmanship;
- Identified hold points; and
- The Contractor's designer's key personnel for examination of the Works, with CV's. The Contractor shall provide an organisational chart showing the interrelationship between these staff, design office staff and the Contractor's staff for construction.

**SECTION III:
INSTRUCTIONS TO TENDERERS**

INSTRUCTIONS TO TENDERERS/BIDDERS (ITB)

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SECTION III - INSTRUCTIONS TO TENDERERS/BIDDERS 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 the Employer’s Requirements.
- 1.2. The successful bidder will be expected to complete the Works within the period stated in the Appendix to Bid from the date of commencement of the Works.
- 1.3. Throughout these Bidding Documents, the terms bid and BID and their derivatives (bidder/Bidder, bid/Bided, bidding/Bidding etc.) are synonymous, and day means calendar day. Singular also means plural.

2. SOURCE OF FUNDS

- 2.1. The source of funding is the **Government of Kenya (Development Vote)**

3. CORRUPT PRACTICES

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

Defines for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution, and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competition

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

Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a government contract if it at any times determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract.

4. ELIGIBLE BIDDERS

- 4.1. This invitation to bid is open to all Bidders who meet all the following requirements:

- a) Are legally registered or incorporated in the Republic of Kenya or in their Respective Countries as at the time of bid submission.

b) Registration with National Construction Authority (NCA) as a Contractor is mandatory, or its equivalent from the country of origin in case of a foreign company.

- 4.2.** Bidders shall not have a conflict of interest. Bidders shall be considered to have conflict of interest, if they participated as a consultant in the preparation of the design, documentation or technical specifications of the works that are the subject of this bidding other than as far as required by the Employer.
- 4.3.** A firm that is under a declaration of ineligibility by the Employer in accordance with clause 3, at the date of submission of the bid or thereafter, shall be disqualified.
- 4.4.** Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. QUALIFICATION OF THE BIDDER

5.1. Bidders shall as part of their bid:

- a) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and
- b) Update any information submitted with their bids and update in any case the information indicated in the schedules and continue to meet the minimum threshold criteria set out in the bid documents.

5.2. As a minimum, Bidders shall provide latest information set out below:

- a) evidence of access to lines of credit and availability of other financial resources
- b) financial predictions for the current year and the two subsequent years, including the effect of known commitments
- c) current work commitments
- d) current litigation information; and
- e) availability of critical equipment
- f) Availability of key technical personnel
- g) Similar work experience
- h) History of non performing contracts
- i) Details of sub-contractors if any

5.3. Bidders shall also submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the Employers Requirements and the completion time referred to in Clause 1.2 above.

5.4. Joint Venture

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements;

- (a) the tender and in case of a successful tender, contract form shall be signed so as to be legally binding on all partners
- (b) one of the partners shall be nominated as being lead contractor, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized

signatories of all the partners

- (c) the lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in (b) above as well as in the form of tender and the contract form (in case of the accepted tender).
- (e) A copy of the contract entered into by the joint venture partners shall be submitted with the tender.

6. ONE BID PER BIDDER

6.1. Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified.

7. COST OF BIDDING

7.1. The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. SITE VISIT

Due to the COVID -19 pandemic and consequently the Public Health directives issued, there shall be **NO Pre -Tender Site Visits**. However, bidders are encouraged to make separate arrangements to acquaint themselves with the site before submissions of their bids and can submit in writing any queries to the undersigned vide electronic means.

The bidders shall be responsible for the accuracy of their bids and bid proposals.

The bidder is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than two weeks before the submission deadline. Any modification of the Bidding Documents which may become necessary as a result of questions raised or clarifications issued shall be made by the Employer exclusively through the issue of an Addendum published on the Authority's website.

B. BIDDING DOCUMENTS

9. CONTENTS OF BIDDING DOCUMENTS

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

SECTION I INVITATION TO TENDER

SECTION II BACKGROUND AND PRELIMINARY INFORMATION

SECTION III INSTRUCTIONS TO TENDERERS

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9.2. The bidder is expected to examine carefully all instructions, conditions, forms and terms 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 bidders for the proposed contract for the purpose of submitting a bid (whether they submit the bid or not) shall treat the details of the bid 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 or by cable (hereinafter the term cable is deemed to include telex and facsimile) at the Employer's mailing address indicated in the Bidding Data.

10.2. The Employer will respond in writing to any request for clarification that he receives earlier than 14 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 posted on the Authority's website.

11. AMENDMENT OF BIDDING DOCUMENTS

- 11.1. At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing subsequent Addenda.

- 11.2. The Addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 10.1 and shall be communicated via the Authority’s website.

- 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.

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:

Part I: Responsiveness Submission

- (a) Duly filled-in Form of Bid and Appendix to form of bid;
- (b) Power of Attorney
- (c) Bid security
- (d) Priced Bills of Quantities (Non-Binding);
- (e) Schedules of information;
- (f) Qualification Criteria;
- (g) Any other materials required to be completed and submitted in accordance with the Instructions to Bidders embodied in these Bidding Documents.

Part II: Qualification Proposal

- (a) Technical Offer (including Design Proposal)
- (b) Construction method statement, equipment, personnel, schedule and any other information as stipulated in the BDS and in the Bidding Forms

The bidder shall provide sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the design and construction requirements of the Employer's Requirements and the completion time.

Part III: Financial proposal

- (a) Payment Schedule and Bills of Quantities (Non-binding)

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. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedule of Prices and Bill of Quantities shall conform to the requirements specified below.

14.2. Unless explicitly stated otherwise in the Bidding Documents, the contract shall be for the whole works as described in Sub-Clause 1.1, based contract sum submitted by the bidder.

- 14.3. All the insertions made by the bidder shall be made in INK and the bidder shall clearly form the figures. The relevant space in the form of bid and bills of quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the bidder in which case the erasures and interlineations shall be initialled by the person(s) signing the bid.
- 14.4. The Bidder shall design and price for all items of the design and construction of the Works described in the Bid Document. The Bidder shall propose a lump sum fixed price for all design services. In addition, the Bidder shall propose a lump sum fixed price for all construction of the designed Works. The Bidder shall fill in rates and prices for all design services and construction of the Works in a Schedule of prices and Bill of Quantities. Rates quoted in the Schedule of prices and Bill of Quantities may be used when preparing possible variation orders and for the calculation of Interim Payments. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by other rates and prices in the Schedule of Prices and Bill of Quantities.
- 14.5. All duties, taxes (excluding VAT) and other levies payable by the contractor under the contract, or for any other cause prior to the deadline for the submission of tenders, shall be included in the rates and prices and the total tender price submitted by the bidder.
- 14.6. The price to be quoted in the Letter of Bid, shall be the total price of the Bid, excluding any discounts offered. Required details of the prices to be presented by the Bidders are provided in the BDS. This price, subject to any adjustments pursuant to the Conditions of Contract (the sections making up Part II of these Bidding Documents), shall be the Contract Amount.
- 14.7. The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Bid.
- 14.8. Sub-clause 14.1 of the GCC (Section V) sets forth the tax provisions of the Contract. Bidders should review this clause carefully in preparing their Bid.

15. CURRENCIES OF BID AND PAYMENT

- 15.1. Bids shall be priced in Kenya Shillings.

16. BID VALIDITY

- 16.1. The bid shall remain valid and open for acceptance for a period of **120 days** from the specified date of bid opening specified in Clause 21 or from the extended date of tender opening, whichever is later. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 16.2. In exceptional circumstances prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The

request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required nor permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension, and in compliance with Clause 17 in all respects.

17. BID SECURITY

17.1. The bidder shall furnish, as part of his bid, a bid security in the amount shown in the **Appendix to Form of Bid.**

17.2. The bid security shall be in the form of unconditional bank guarantee from a reputable bank selected by the bidder and located in Kenya (Insurance bonds shall not be accepted). The format of the bank guarantee shall be in accordance with bid security included in the bidding forms. The bid security shall remain valid for a period of **30 days beyond the original validity period** for the bid, and beyond any period of extension subsequently requested under Sub-Clause 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, but not later than 28 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:

- b) If a bidder withdraws his bid, except as provided in Sub-Clause 23.2.
- c) if the bidder does not accept the correction of any errors, pursuant to Clause 29 or in accordance with Sub-Clause 28.2 or
- d) in the case of a successful bidder, if he fails within the specified time limit to:
 - i. sign the Contract Agreement or
 - ii. furnish the necessary performance security

18. NO ALTERNATIVE OFFERS

18.1. The bidder shall submit one offer, which complies fully with the requirements of the Bidding Documents unless otherwise provided in the appendix.

18.2. The bid submitted shall be solely on behalf of the bidder and only one bid may be submitted by each bidder either by himself or as a partner in a joint venture. A bidder who submits or participates in more than one bid will be disqualified.

19. FORMAT AND SIGNING OF BIDS

- 19.1. The bidder shall prepare one original of the documents comprising the bid as described in Clause 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 two copies of the bid clearly marked “COPIES”. In the event of discrepancy between them, the original shall prevail.

- 19.2. The original and copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub-Clause a). The person or persons signing the bid shall initial all pages of the bid where entries or amendments have been made.

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

D. SUBMISSION OF BIDS

20. SEALING AND MARKING OF BIDS

- 20.1. The bidder shall seal the original and each copy of the bid in separate envelopes duly marking the envelopes “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer separate envelope.
- 20.2. The inner and outer envelopes shall:
 - a) be addressed to the Employer at the address provided in the Appendix to Form of Bid.
 - b) bear the name and identification number of the contract. In addition to the identification required in sub-Clause 21.1, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause 22.1, and for matching purposes under Clause 23.
 - c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 20.3. If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. A bid opened prematurely for this cause will be rejected by the Employer and returned to the bidder.

21. DEADLINE FOR SUBMISSION OF BIDS

- 21.1. Bids must be received by the Employer at the address specified in the Invitation to tender not later than the **time and date indicated in the Invitation to Bid**.
- 21.2. Bids delivered by hand must be placed in the ‘tender box’ provided in the office of the employer
- 21.3. Proof of posting will not be accepted as proof of delivery and any bid delivered after the above stipulated time, from whatever cause arising will not be considered.
- 21.4. 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.

22. LATE BIDS

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

23. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

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

- 23.2. The bidder’s modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 20, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
- 23.3. No bid may be modified subsequent to the deadline for submission of bids, except in accordance with Sub-Clause 28.1.
- 23.4. Any withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified in Clause 17 may result in the forfeiture of the bid security pursuant to Sub-Clause 17.6.

E. BID OPENING AND EVALUATION

24. BID OPENING

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

25. PROCESS TO BE CONFIDENTIAL

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

26. CLARIFICATION OF BIDS AND CONTACTING OF THE EMPLOYER

- 26.1. To assist in the examination, evaluation, and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of their bid. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 28.
- 26.2. Subject to Sub-Clause 26.1, no bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 26.3. 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.

27. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

28. CORRECTION OF ERRORS

- 28.1. Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the lump sum price for a line item and the total lump sum price that is obtained by adding the lump sum prices for all line items, the line item lump sum price shall prevail and the total lump sum price shall be corrected, unless in the opinion of the Employer there is an obvious misstatement of the lump sum price for a line item, in which case the total lump sum price as quoted in the priced Schedule of Prices shall govern and the lump sum price for the line item shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) to (c) above.
 - (d) If the Bidder that submitted the lowest-evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.6.

Nonmaterial Nonconformities

Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation or omission.

Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid price. To this effect, the Bid price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

29. EVALUATION AND COMPARISON OF BIDS

- 29.1. The Employer shall use the criteria and methodologies listed in Section 3, Evaluation and Qualification Criteria.
- 29.2. The estimated effect of the price adjustment provisions of the Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 29.3. The evaluation of the Bids will be carried out in the following stages
 - (a) Responsiveness check
 - (b) Technical evaluation
 - (c) Financial evaluation
- 29.4. All Bidders are required to submit their Bids in accordance with the guidelines set forth in this Bidding Document. In order to promote consistency among Bids and minimize potential misunderstandings regarding how Bids will be interpreted by The Employer, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this Bid Document.
- 29.5. The responsive Bids found to possess minimum threshold technical and financial capabilities will undergo a financial evaluation. On the basis of this evaluation process, the Employer will issue a Letter of Award to the Successful Bidder.
- 29.6. If the Bid, which results in the lowest evaluated Bid price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce

detailed price analyses for any or all items of the Schedule of Prices and Bill 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 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.

29.7. At any time during the evaluation process, the Employer reserves the right to conduct a verification of market-reasonableness of the rates and prices offered, and a negative determination (either unreasonably high or unreasonably low) may be a reason for rejection of the Bid at the discretion of the Employer. The Bidder shall not be permitted to revise its Bid after such determination.

29.8. The Employer will compare the tenderers' rates with the Engineer's estimates for major items of construction. If some bids are seriously unbalanced or front loaded in relation to the Engineer's estimates for the major items of work to be performed under the contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Employer may require that the amount of the Performance Security set forth in Clause 35 be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the contract.

30. PREFERENCE FOR DOMESTIC BIDDERS

30.1. There will be **financial preference on local Contractors** as stipulated in the Public Procurement and Asset Disposal Act 2015.

F. AWARD OF CONTRACT

31. AWARD

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

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

32.1. Subject to Public Procurement Oversight Authority's Guidelines and notwithstanding ITB 31, 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 Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's actions. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

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 subclause 17.4.

34. SIGNING OF AGREEMENT

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

34.2. Within 14 days of receipt of the form of contract agreement from the employer, the successful bidder shall sign the form and return it to the employer together with the required performance security.

34.3. The parties to the contract shall have it signed within 30days from the date of notification of contract award unless there is an administrative review request.

35. PERFORMANCE SECURITY

- 35.1. Within 28 days of receipt of the notification award from the Employer, the successful bidder shall furnish to the Employer a performance security in the form stipulated in the Conditions of contract. The form of performance security provided in Section 9 of the Bidding Documents shall be used.
- 35.2. The successful bidder shall provide a performance security in the form of an Unconditional Bank Guarantee from a reputable bank approved by the Employer and located in Kenya.
- 35.3. Failure by the successful Bidder to lodge the required Performance Guarantee shall constitute a breach of Contract and sufficient grounds for the **annulment of the Award and forfeiture of the Bid Surety**; in which event the Employer may make the award to the next ranked 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. ADVANCE PAYMENT

- 37.1. An advance payment, if approved by the employer, shall be made under the contract, if requested by the contractor, in accordance with clause 14.3 of the Conditions of contract. The advance payment guarantee shall be denominated in Kenya Shillings.

38. CORRUPT AND FRAUDULENT PRACTICES

- 38.1. The procuring entity requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts. A bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

APPENDIX TO INSTRUCTIONS TO TENDERERS

TABLE 1: PRE- QUALIFICATION CHECKLIST FOR COMPLETENESS AND RESPONSIVENESS

The following specific data for the Works to be procured shall complement, amend, or supplement the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

S/No.	Completeness and Responsiveness Criteria	References	Requirement
1.	Form of Bid	Section V Clause 19	- Amount must be indicated - Properly fill and sign
2.	Appendix to Form of Bid	Clause 17.1 Section V	- Form properly sign
3.	Bid Security	Section IV Clause 17	- Unconditional bank guarantee - In the format provided with all conditions as per Appendix to form of Bid
4.	Confidential Business Questionnaire	Section IV; Schedule 1	- Properly fill and sign - Provide all required information
5.	Form of Power of Attorney	Section IV; Schedule 2 Clause 5.1(a)	- Properly fill and sign - Provide copies of National Identification card or Passport.
6.	Tax Compliance Certificate	Invitation to Tender	- Copy of certificate - Valid
7.	Serialization of submitted bid document	Invitation to Tender	All pages in submitted bid documents must be serialized
8.	Registration with National Construction Authority	Invitation to Tender Item 1.5 of QC	Category NCA 1, or its equivalent from the country of origin in case of a foreign company - Copy of Annual Practicing certificate - Valid
9.	Certificate of Incorporation, CR12	Invitation to Tender Item 1.5 of QC	- Copy of certificate - CR12 or its equivalent from the country of origin in case of a foreign company.
10.	Non-binding Bill of Quantities	Clause 14 Section V	- Fill all rates, prices and amounts - No Alterations of the Quantities accepted, - All bidders own Corrections must be Countersigned
11.	Eligibility	Section IV; Schedule 1 Clause 4	- Copies of National ID or passport for all directors
12.	Conflict of interest	Section IV; Schedule 1 Clause 4.2	- to state explicitly
13.	Debarment	Section IV; Schedule 13 Item 1.3 of QC	- Properly fill and sign
14.	Pending Litigation	Form CON-2(b) Item 2.3 of QC	Provide Sworn affidavit (sworn within 3 months to date of tender opening)
15.	Litigation History	Invitation to Tender	- Fill in information and sign

16.	History of Non-performance	Form CON-2(a) Item 2.1 of QC	- Fill information on non-completed works
S/No.	Responsiveness Criteria	References	Requirement
17.	Declaration of knowledge of scope of work & nature of site.	Invitation to Tender Section IV; Schedule 3	- Duly filled and signed
18.	Schedule of Major Items of Plant	Item 9 of QC Section IV; Schedule 4	- Properly fill and sign
19.	Schedule of Key Personnel	Item 6 of QC Section IV; Schedule 5	- Properly fill and sign
20.	Bridge Works Completed Satisfactorily	Item 4 of QC Section IV; Schedule 6A	- Properly fill and sign
21.	Schedule of Ongoing Projects	Section IV; Schedule 7	- Properly fill and sign
22.	Schedule of other Supplementary Information / Financial Standings	Item 1 of TEC Section IV; Schedule 10	- Properly fill and sign
23.	Source 40% of supplies from citizens if foreign firm	Section IV; Schedule 14	- Declaration of compliance
24.	Copy of Bid Document	Clause 19.1	- Two hard copies, one marked "ORIGINAL" the other "COPY", and one soft copy in CD-ROM. <i>Soft copy should be a full scan of the completed/serialized Original Bid.</i>
25.	Joint Venture Agreement (If applicable)	Form ELI-1.2	- Properly fill form and sign - Submit letter of agreement
26.	Completeness of Bid	Clause 13.1/19.2	- Bid document to be complete, properly filled and signed.
Bidders meeting the above Eligibility Requirements shall proceed to Technical Evaluation			

Key: *QC – Qualification Criteria TEC – TECHNICAL EVALUATION CRITERIA*

TABLE 2: POST- QUALIFICATION SCORE

S/No.	Requirement	Points (%)
1.	Experience of Design Team and Design Proposal's compliance with Employer's Requirements , as it relates to the Works	15
	Design Supervision Team Experience - 3.5 Points	
	Design Team Key Personnel - 6.5 Points	
	Bridge Design Proposal - 5.0 Points	
2.	Similar Experience of the Contractor as it relates to the Works, as submitted by the Bidder - <i>Refer to TEC table.</i>	20
3.	Construction Works Requirements , as it relates to the whole of the Works	15
	Construction Team's Key Personnel - 10 Points	
	Work Methodology - 5 Points	
4.	Program and Schedule , as it relates to the whole of the Works	10
	Resourced Programme of Works - 7 Points	
	Organisational Structure & Assignment of Duties - 3 Points	
5.	Financial Capability of Bidder as it relates to the whole of the works, as submitted by the Bidder - <i>Refer to TEC table.</i>	10
6.	Construction Equipment as it relates to the whole of the works, as submitted by the Bidder - <i>Refer to TEC table.</i>	15
7.	Bidder's Proposed Construction Period	5
8.	Bidders Proposal on Environmental & Social Impact requirements , as submitted by the Bidder	3
9.	Bidders Proposal on Health & Safety Plan (Must meet the Occupation, Safety and Health Act, (OSHA), 2007 , as submitted by the Bidder	3
10.	Bidders Proposal on Quality Assurance System (must demonstrate compliance with the Contract requirements) , as submitted by the Bidder	4
	Total	100

** Note: The Contract Period as per the Employer's Requirements is 18 Months. However, a Bidder may propose a shorter/longer period depending on their design concept/financial capability and resources. A proposed work schedule will accompany the bid highlighting the bidder's proposed construction period and milestones. A score of 5 points will be given to the bidder who has proposed the shortest construction period accompanied by supporting resourced work schedule and proof of financial capability to finance the project. The other bidders' scores for Construction Period will be awarded as per the formula below.*

$T_p = 5 \times (S^{pd}/Bpd)$ where T_p is the Technical Preference Score under Item 7 in Table 2 above; S^{pd} is the Shortest Proposed Duration from the bidder with the shortest proposed construction period; Bpd is the Bidders Proposed Duration.

Bidders attaining 80% and above from the Technical Evaluation shall proceed to Financial Evaluation. The Authority will verify information submitted. Any form of forgery or misinformation from the bidder shall lead to cancellation of the bid/award, institution of legal proceedings and blacklisting for all future KeNHA contracts.

Signature of Tenderer..... Date

EVALUATION AND QUALIFICATION CRITERIA

This Section contains criteria that the Employer will use to assess Bidders, evaluate Technical Offers, and financial Bids. Bidders shall provide all information requested in the bidding forms to demonstrate their qualifications and develop Technical Offer.

A. ELIGIBILITY AND QUALIFICATIONS

The Employer shall first establish that the Bidders meet the eligibility and qualification criteria in accordance with the eligibility and qualifications factors set out in part D of this section relating to:-

- 1. Eligibility**
- 2. Historical Contract Non-Performance**
- 3. Financial Situation**
- 4. Experience**
- 5. Personnel**
- 6. Equipment**

The Bidder shall provide further details of proposed items of equipment using the relevant Bidding Forms.

Submittals of Bidders found by the Employer not to continue to meet the Eligibility and Qualifications requirements, the technical and financial capabilities qualifications criteria shall not be considered further.

B. EVALUATION OF TECHNICAL OFFER

The Technical Offer shall be comprised of the Design Proposal for the Works and other forms as called for in SECTION 10 BIDDING FORMS.

The Technical Offers of the Bidders will be examined and analysed on the basis of the information supplied by Bidders, taking into account the completeness, consistency and level of detail provided. Consideration shall be given to the following:

S/No.	Requirement	Points (%)
1.	Experience of Design Team and Design Proposal's compliance with Employer's Requirements , as it relates to the Works	15
	Design Supervision Team Experience - 3.5 Points	
	Design Team Key Personnel - 6.5 Points	
	Bridge Design Proposal - 5.0 Points	
2.	Similar Experience of the Contractor as it relates to the Works, as submitted by the Bidder - <i>Refer to TEC table.</i>	20
3.	Construction Works Requirements , as it relates to the whole of the Works	15
	Construction Team's Key Personnel - 10 Points	
	Work Methodology - 5 Points	
4.	Program and Schedule , as it relates to the whole of the Works	10
	Resourced Programme of Works - 7 Points	
	Organisational Structure & Assignment of Duties - 3 Points	
5.	Financial Capability of Bidder as it relates to the whole of the works, as submitted by the Bidder - <i>Refer to TEC table.</i>	10
6.	Construction Equipment as it relates to the whole of the works, as submitted by the Bidder - <i>Refer to TEC table.</i>	15
7.	Bidder's Proposed Construction Period	5
8.	Bidders Proposal on Environmental & Social Impact requirements , as submitted by the Bidder	3
9.	Bidders Proposal on Health & Safety Plan (Must meet the Occupation, Safety and Health Act, (OSHA), 2007 , as submitted by the Bidder	3
10.	Bidders Proposal on Quality Assurance System (must demonstrate compliance with the Contract requirements) , as submitted by the Bidder	4
	Total	100

** Note: The Contract Period as per the Employer's Requirements is 18Months. However, a Bidder may propose a shorter/longer period depending on their design concept/financial capability and resources. A proposed work schedule will accompany the bid highlighting the bidder's proposed construction period and milestones. A score of 5points will be given to the bidder who has proposed the shortest construction period accompanied by supporting resourced work schedule and proof of financial capability. The other bidders scores for the Construction Period will be awarded as per the formula below.*

$T_p = 5 \times (S^{pd}/B_{pd})$ where T_p is the Technical Preference Score under Item 7 in Table 2 above; S_{pd} is the Shortest Proposed Duration from the bidder with the shortest proposed construction period; B_{pd} is the Bidders Proposed Duration.

Each responsive proposal will be given a Technical Score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the **minimum Technical Score of 80%**.

Only those Financial Offers from bidders achieving the minimum Technical Score shall be evaluated.

C. EVALUATION OF PRICE PROPOSAL

The financial submissions shall first be evaluated for completeness and compliance with instructions to Instructions to Bids. Then the following shall be evaluated:

1. The Bid Price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Schedule of Prices and Bill of Quantities, but including Daywork items, where priced competitively.
2. Price adjustment for correction of arithmetic errors
3. Price adjustment due to discounts offered
4. Adjustment for nonconformities

As provided in the Schedule of Prices and Bill of Quantities, Bidders shall submit a lump sum fixed price for the Works, including design, and construction. Subject to any adjustments pursuant to the Instructions to Bidders and Conditions of Contract, the lump sum fixed price shall be the Accepted Contract Amount of the successful Bidder.

The Contract shall be awarded to the bidder whose bid has been determined to be eligible, qualified, substantially and technically responsive to the Bidding Documents and who has offered the most advantageous combined technical proposal with reasonable price and value for money.

D. QUALIFICATION

Eligibility and Qualification Criteria (QC)			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB Sub-Clause 4.1	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, <i>Section 13: Schedule 1</i> with attachments
1.2	Conflict of Interest	No conflicts of interest in ITB Sub-Clause 4.2	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N/A	<i>Section 13: Schedule 1</i>
1.3	Financier Ineligibility	Not having been declared ineligible by the Financier, as described in ITB Sub-Clause 4.3	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N/A	Application Submission Form
1.4	Tax Compliance	Pursuant to the Invitation to Tender the following shall be provided; - Certified Copy of current Tax Compliance certificate from relevant tax Authority valid as of date of bid submission stated in the Appendix to ITB.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	Incorporation & Registration	Pursuant to the Invitation to Tender the following shall be provided; - Certified Copy of Certificate of incorporation to show that the applicant is a registered company and legally authorized to do business in Kenya, or its equivalent from the country of origin in case of a foreign company. - Proof of registration with the National Construction Authority, minimum class NCA 1, or its equivalent from the country of origin.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, <i>Section 13: Schedule 1</i> with attachments

Eligibility and Qualification Criteria (QC)			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last five 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 by itself or as partner to past or existing JV	N/A	Must meet requirement by itself or as partner to past or existing JV	N/A	Form CON-2(a)
2.2	Failure to Sign Contract	Not being under execution of a Bid Securing Declaration pursuant to Sub-Clause 4.5 for five years	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON-2(a)
2.3	Pending Litigation	All pending litigation shall in total not represent more than ten percent (10%) of the Applicant’s net worth and shall be treated as resolved against the Applicant	Must meet requirement by itself or as a partner to past or existing JV	N/A	Must meet requirement by itself or as a partner to past or existing JV	N/A	Form CON – 2(b)

Technical Evaluation Criteria (TEC)			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity (SE)	Joint Venture			Submission Requirements
			Evaluation Points	Contractor Parties Combined	Each Partner	One Partner	

Technical Evaluation Criteria (TEC)			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity (SE)	Joint Venture		Submission Requirements	
			Evaluation Points	Contractor Parties Combined	Each Partner	One Partner	
1. Financial Capability / Situation							
1.1	Financial Performance	Submission of audited balance sheets or if not required by the law of the Applicant's country, other financial statements acceptable to the Employer, for the last five years to demonstrate:					
		(a) the current soundness of the applicant's financial position and its prospective long term profitability, and	(a) Audited accounts last 5 yrs; Yes – 4 Points; No – 0 Points.	(a) N/A	(a) If 2 partners (@ ½ points of SE); If 3 partners (@ 1/3 points of SE)	(a) N/A	Form FIN – 3.1(a) & Section 13: Schedule 10 with attachments
		(b) capacity to have a cash flow amount of US\$ 6 Million	(b) 3 Points >= \$6M; 1 Point (\$4M - \$6M); 0 point < \$4M	(b) N/A	(b) N/A	(b) If 2 partners (@ ½ points of SE); If 3 partners (@ 1/3 points of SE)	Form FIN – 3.1(b) with attachments
1.2	Average Annual Construction Turnover	Minimum average annual construction turnover of US\$ 12 Million calculated as total certified payments received for contracts in progress or completed, within the last five (5) years	3 Points >=\$12M; 2 Points (\$12M - \$6M); 1 Point (\$6M - \$3M); 0 point < \$3M	N/A	N/A	If 2 partners (@ ½ points of SE); If 3 partners (@ 1/3 points of SE)	Form FIN – 3.2

Technical Evaluation Criteria (TEC)			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity (SE)	Joint Venture		Submission Requirements	
			Evaluation Points	Contractor Parties Combined	Each Partner	One Partner	
2. Experience							
2.1	General Construction Experience	Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last Seven [7] years prior to the application submission deadline.	> or = 7yrs - 2 Points < 7yrs – 0 Points	N/A	N/A	> or = 7yrs - 2 Points < 7yrs – 0 Points	Form EXP – 4.1
2.2 (a)	Similar Construction Experience	The Bidder through itself or subsidiaries must have successfully completed at least three (3) Road/Bridges construction projects in East Africa Community during the last ten (10) years prior to the applications submission date. Each Contract value shall be more than Kshs. 3 Billion.	Completed Kshs. 3 Billion projects > or = 3 projects – 4 Points; (2 – 1) projects – 2 Points; < 1 projects – 0 Points	N/A	N/A	Completed Kshs. 3 Billion projects > or = 3 projects – 4 Points; (2 – 1) projects – 2 Points; < 1 projects – 0 Points	Form EXP 4.2
2.2 (b)	Specific Construction Experience	Bidder must provide evidence of at least two (2) completed or on-going projects in the last ten (10) years, which can prove the following capacity of the bidder: a) Dredging work and piling work in the ocean b) Monthly dredging work of 300,000m ³ c) Monthly piling work above 600m in the ocean	> or = 2 projects – 5 Points; 1 project – 2 Points; < 1 projects – 0 Points	N/A	N/A	> or = 2 projects – 5 Points; 1 project – 2 Points; < 1 projects – 0 Points	Form EXP – 4.3

Technical Evaluation Criteria (TEC)			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity (SE)	Joint Venture		Submission Requirements	
			Evaluation Points	Contractor Parties Combined	Each Partner	One Partner	
		d) Construction of concrete 15,000m metres bored piles in total					
2.2 (c)		The bidder must provide evidence of completing at least two (2) similar bridge projects through itself or subsidiaries. In case of a foreign company, evidence of completing at least two (2) similar projects out of its original country in the role of Contractor is a must. The bridge projects must meet minimum requirements of: a) Located in a major busy city b) Minimum length of 400m	> or = 2 projects – 4 Points; 1 project – 2 Points; < 1 projects – 0 Points	N/A	N/A	> or = 2 projects – 4 Points; 1 project – 2 Points; < 1 projects – 0 Points	Form EXP – 4.3
2.3 (a)	General Design Experience	The Bidder through itself or subsidiaries must meet experience in carrying out feasibility study, environmental & social impact study, detailed engineering design and construction supervision of road construction and rehabilitation /reconstruction of existing roads/bridges in the last five (5) years prior to the application submission deadline.	> or = 5yrs Experience – 2 Points; (4yrs – 2yrs) – 1 Point; < 2yrs Experience – 0 Points	N/A	N/A	> or = 5yrs Experience – 2 Points; (4yrs – 2yrs) – 1 Point; < 2yrs Experience – 0 Points	Form EXP – 4.4 (a)

Technical Evaluation Criteria (TEC)			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity (SE)	Joint Venture		Submission Requirements	
			Evaluation Points	Contractor Parties Combined	Each Partner	One Partner	
2.3 (b)	Similar Design Experience	The Bidder through itself or subsidiaries must have undertaken and completed successfully a detailed engineering design of at least three (3) similar bridge projects within the last five (5) years.	> or = 3 similar bridge projects – 3 Points; (1–2) similar bridge projects – 1 Point < 1 similar bridge projects – 0 Points	N/A	N/A	> or = 3 similar bridge projects – 3 Points; (1–2) similar bridge projects – 1 Point < 1 similar bridge projects – 0 Points	Form EXP – 4.4 (b)

*****Bidders shall attach evidence in the form of letters of award, Bills of Quantities, Interim Payment Certificate, signed Contract and/or Completion Certificate for the respective projects. If project is ongoing commencement order must be attached.**

*****For Joint Ventures between Contractors and Consultants, only the Contractor should meet the financial and Construction requirements**

5.0 KEY PERSONNEL

The Bidder shall make provision for suitably qualified personnel to fill the key positions listed below as required during contract implementation. The Bidder shall supply further information on a candidate who shall meet the experience requirements specified below.

All the key personnel shall be **fluent in the full use (i.e. the writing, reading and speaking)** of the contract language, which is **English** and have the ability to communicate ideas freely and easily. In addition, all the key staff described herein, shall be fully computer literate.

Design/Supervision Team

No.	Position	Minimum academic and professional qualifications or provide equivalent	General work experience (years)	Specific work experience (years)	Evaluation Marks Awarded
1	Project Manager	Must possess at least a Bachelor's Degree in any of the following: Civil Engineering, Quantity Surveying, Construction Project Management, structural Engineering or equivalent from a recognized university, with a minimum of 10 years relevant experience in construction of structures. Must be Registered Engineer with Engineers Board of Kenya or equivalent.	15	10	Meets all Requirements: Yes – 0.5 Point No – 0 Points
2	Highways Engineer	Must possess at least a Bachelor's Degree in Civil Engineering or equivalent from a recognized university and is a Registered Engineer with Engineers Board of Kenya or equivalent	15	10	Meets all Requirements: Yes –0.5 Point No – 0 Points
3	Materials Engineer	Must possess at least a Bachelor's Degree in Civil Engineering or equivalent from a recognized university and is a Registered Engineer with Engineers Board of Kenya or equivalent	15	10	Meets all Requirements: Yes –0.5 Point No – 0 Points
4	Structural/Drainage Engineer	Must possess at least a Bachelor's Degree in Civil Engineering or equivalent from a recognized university	15	10	Meets all Requirements: Yes –0.5 Point No – 0 Points

No.	Position	Minimum academic and professional qualifications or provide equivalent	General work experience (years)	Specific work experience (years)	Evaluation Marks Awarded
		and is a Registered Engineer with Engineers Board of Kenya or equivalent			
5	Contract Engineer	Must possess at least a Bachelor's Degree in Civil Engineering or equivalent from a recognized university and is a Registered Engineer with Engineers Board of Kenya or equivalent	15	10	Meets all Requirements: Yes –0.5 Point No – 0 Points
6	Senior Surveyor	Must possess at least a Bachelor's Degree in Survey & Photogrammetry or and is Registered with Institute of Surveyors of Kenya.	10	8	Meets all Requirements: Yes –0.5 Point No – 0 Points
7	Hydrologist	Must possess Bachelor's degree in physical or natural science's or civil engineering from a recognized university	10	5	Meets all Requirements: Yes –0.5 Point No – 0 Points
8	Environmentalist	Must possess Bachelor's Degree in Environmental Management or related discipline and must be registered as Lead Expert (NEMA) or equivalent.	10	5	Meets all Requirements: Yes –0.5 Point No – 0 Points
9	CAD Engineer	Must possess Bachelor's Degree in Civil Engineering or related field from a recognized university and be a Registered Graduate Engineer with Engineers Registration Board of Kenya or equivalent	8	5	Meets all Requirements: Yes –0.5 Point No – 0 Points
10	Transport Economist	Must possess Bachelor's degree in Transport Economics or equivalent	8	5	Meets all Requirements: Yes –0.5 Point No – 0 Points
11	Social/Gender Specialist	Must possess Bachelor's Degree in Gender/Social science management or related discipline.	8	5	Meets all Requirements: Yes –0.5 Point No – 0 Points
12	Architect	Must possess at least a Bachelor of Architecture/Architectural St	10	5	Meets all Requirements: Yes –0.5 Point

No.	Position	Minimum academic and professional qualifications or provide equivalent	General work experience (years)	Specific work experience (years)	Evaluation Marks Awarded
		udies or equivalent from a recognized university and is a Registered Architect with the Board of Registration for Architects and Quantity Surveyors or equivalent.			No – 0 Points
13	Landscape Architect	Must possess at least a Bachelor of Landscape Architecture or equivalent from a recognized university and is a Registered Landscape Architect with the Board of Registration for Architects and Quantity Surveyors or equivalent	10	5	Meets all Requirements: Yes – 0.5 Point No – 0 Points

Construction Team

No.	Position	Minimum academic and professional qualifications or provide equivalent	General Work experience (years)	Specific Work experience (years)	In Same Position Experience (years)	Evaluation Marks Awarded
1	Site Agent	Must possess at least a Bachelor's Degree in Civil Engineering and is a Registered Engineer with Engineers Board of Kenya or equivalent	15	10	7	Meets all Requirements: Yes – 1 Point No – 0 Points
2	Deputy Site Agent	Must possess at least a Bachelor's Degree in Civil Engineering and is a Registered Engineer with Engineers Board of Kenya or equivalent	10	5	5	Meets all Requirements: Yes – 1 Point No – 0 Points
3	Site Engineer	Must possess at least a Bachelor's Degree in Civil Engineering and is a Registered Engineer with Engineers Board of Kenya or equivalent	10	5	5	Meets all Requirements: Yes – 1 Point No – 0 Points
4	Mechanical Engineer	Must possess at least a Bachelor's Degree in Mechanical Engineering or equivalent from a recognized university and	15	10	7	Meets all Requirements: Yes – 1 Point No – 0 Points

No.	Position	Minimum academic and professional qualifications or provide equivalent	General Work experience (years)	Specific Work experience (years)	In Same Position Experience (years)	Evaluation Marks Awarded
		is a Registered Engineer with Engineers Board of Kenya or equivalent				
5	Senior Foreman	Must possess at least Higher National Diploma (HND) in Civil Engineering	8	5	5	Meets all Requirements: Yes – 1 Point No – 0 Points
6	Site Surveyor	Must possess at least Higher National Diploma (HND) in Civil Engineering	7	5	5	Meets all Requirements: Yes – 1 Point No – 0 Points
7	Earthworks Foreman	Must possess at least Diploma (HND) in Civil Engineering	6	4	3	Meets all Requirements: Yes – 1 Point No – 0 Points
8	Bituminous Works Foreman	Must possess at least Diploma (HND) in Civil Engineering	6	4	3	Meets all Requirements: Yes – 1 Point No – 0 Points
9	Concrete Foreman	Must possess at least Diploma (HND) in Civil Engineering	6	4	3	Meets all Requirements: Yes – 0.5 Point No – 0 Points
10	Drainage Foreman	Must possess at least Diploma (HND) in Civil Engineering	6	4	3	Meets all Requirements: Yes – 0.5 Point No – 0 Points
11	Pavement Foreman	Must possess at least Diploma (HND) in Civil Engineering	6	4	3	Meets all Requirements: Yes – 0.5 Point No – 0 Points
12	Materials Technologist	Must possess at least Diploma (HND) in Civil Engineering	6	4	3	Meets all Requirements: Yes – 0.5 Point No – 0 Points

The Bidder shall provide further details of the proposed personnel and their experience records in the relevant Submission Form TOF 1.6 (a) and TOF 1.6 (b).

Bidders shall be required to indicate the key design team personnel who will be available during the entire construction period. The Bidders should engage local staff as majority of their key personnel.

Bidders shall provide verifiable evidence to confirm that the proposed Key Staff will be available if the Bidder is awarded the Contract.

6.0 SCHEDULES OF THE MAJOR ITEMS OF PLANT TO BE USED ON THE PROPOSED CONTRACT

The Bidder must indicate the core plant and equipment considered by the company to be necessary for undertaking the project together **with proof of 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	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	Evaluation Marks Awarded
1	A) General Plant <ul style="list-style-type: none"> ▪ Primary/Secondary Crusher Unit/Power Screen Min capacity – 90t/hr. ▪ Concrete batching plant Min Cap 20 m3/hr ▪ Asphalt Concrete batching plant 	1 1 1				Meets all Requirements: Yes – 1 Point No – 0 Points
2	B) Bituminous Plants <ul style="list-style-type: none"> ▪ Bitumen Pressure distributor ▪ Asphalt concrete paver 	1 1				Meets all Requirements: Yes – 1 Point No – 0 Points
3	C) Compactors <ul style="list-style-type: none"> ▪ Vibrating compaction plate 300 mm wide ▪ Vibrating compaction plate 600 mm wide 	2 1				Meets all Requirements: Yes – 0.5 Points No – 0 Points
4	D) Mobile Compressors <ul style="list-style-type: none"> ▪ Single tool (1.8 	1				Meets all Requirements: Yes – 0.5 Points

Item No.	Equipment Details	Minimum Number Required for the Contract Execution	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	Evaluation Marks Awarded
	m3/min) ▪ Two tool (2.8 – 7.3 m3/min) ▪ Four tool (11.3 – 25.3 m3/min) ▪ Medium rock drill (1.5 m3/min) ▪ Heavy rock drill (2.4 m3/min)	2 1 1 1				No – 0 Points
5	E) Concrete Equipment ▪ Mobile concrete mixers ▪ Truck mounted mixers ▪ Concrete vibrators	4 5 5				Meets all Requirements: Yes – 1 Point No – 0 Points
6	F) Transport (Tippers, dumpers, water tankers) ▪ 4X2 tippers payload 7 – 12 tonnes ▪ 6X4 tippers payload 16 – 20 tonnes ▪ 8X4 tippers payload 16 – 20 tonnes ▪ Articulated trailers ▪ Dump trucks ▪ Flatbed lorries ▪ Water tankers	5 2 1 2 4 2 4				Meets all Requirements: Yes – 0.5 Points No – 0 Points

Item No.	Equipment Details	Minimum Number Required for the Contract Execution	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	Evaluation Marks Awarded
	(18,000 – 20,000 lts. capacity)					
7	G) Earth – Moving Equipment <ul style="list-style-type: none"> ▪ Tractor dozers with dozer attachment (D6-D9 equivalent) ▪ Tractor loaders ▪ Wheeled loaders ▪ Motor scrappers ▪ Motor graders (93 - 205kW) ▪ Trench excavator ▪ Pulvimixer/soil stabiliser CAT RM250 or equivalent 	<p>5</p> <p>5</p> <p>2</p> <p>5</p> <p>1</p> <p>3</p> <p>1</p>				<p>Meets all Requirements: Yes – 0.5 Points No – 0 Points</p>
8	H) Diesel Generators <ul style="list-style-type: none"> ▪ Diesel generators (15 – 200Kva) 	3				<p>Meets all Requirements: Yes – 0.5 Points No – 0 Points</p>
9	I) Excavators <ul style="list-style-type: none"> ▪ Hydraulic crawler mounted (7 – 10 tonnes) – 0.25 – 0.4 m³ SAE bucket. ▪ Hydraulic crawler mounted (10 – 16 tonnes) – 0.40 – 0.60 m³ SAE 	<p>3</p> <p>4</p>				<p>Meets all</p>

Item No.	Equipment Details	Minimum Number Required for the Contract Execution	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	Evaluation Marks Awarded
	bucket. <ul style="list-style-type: none"> ▪ Hydraulic wheel mounted (7 – 10 tonnes) – 0.25 – 0.4 m³ SAE bucket. ▪ Hydraulic wheel mounted (10 – 16 tonnes) – 0.40 – 0.6 m³ SAE bucket. ▪ Hydraulic wheel mounted backloader (7 – 10 tonnes) – 0.25 – 0.4 m³ SAE bucket. 	6 2 1				Requirements: Yes – 1 Point No – 0 Points
10	J) Rollers <ul style="list-style-type: none"> ▪ Self-propelled single drum vibrating (various types) ▪ Pneumatic rubber tyre (1-2 tonnes/wheel) ▪ Sheep’s foot roller ▪ Double drum vibrating pedestrian rollers 	3 2 1 3				Meets all Requirements: Yes – 0.5 Points No – 0 Points
11	K) Off Shore Works Equipment <ul style="list-style-type: none"> ▪ Dredger 	1				Owned & Available: (Logbook attached / any proof of ownership) Yes – 4 Pts To be Leased

Item No.	Equipment Details	Minimum Number Required for the Contract Execution	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	Evaluation Marks Awarded
	<ul style="list-style-type: none"> ▪ Piling Barge 	1				Yes – 2 Pts Owned & Available: (Logbook attached / any proof of ownership) Yes – 4 Pts To be Leased Yes – 2 Pts

(Bidders must provide proof of ownership or lease arrangements for all plants and equipment that are registered with relevant body)

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

(Signature of Contractor)

(Date)

SECTION IV - TECHNICAL PROPOSAL

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- 4.1 REQUEST FOR PROPOSAL
- 4.2 CONDITIONS OF CONTRACT
- 4.3 SPECIFICATIONS
- 4.4 DRAWINGS
- 4.5 STANDARD FORMS

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REQUEST FOR PROPOSAL AND DESIGN/BUILD CONTRACT REQUIREMENTS

1.00 - DEFINITIONS

Design Builder: The individual or business entity that has entered into this Contract with Employer.

Proposal: The Technical and Financial Proposal packages submitted by the Proposers on the bid date.

Candidate: Any person or business entity acting directly or through an authorized representative who submits a Proposal for the work. “Candidate”, Bidder” and Tenderer are synonymous.

Request For Proposal (RFP): The documents submitted by the Employer to the “Candidates” describing and specifying the requirements of the work/project.

Supplier or Vendor: Any individual or business entity that contracts with the Design Builder to provide materials or equipment.

2.0 PROPOSALS

2.01 Duty to carefully examine these instructions

Prospective Candidates for this project shall examine carefully the instructions contained herein and be satisfied with the conditions that must be satisfied prior to submitting a proposal and to the conditions that affect the award of the contract.

2.02 Necessity for Careful Examination of Site, Plans, Specifications

The Candidate shall carefully examine the project site and shall investigate and be satisfied as to the conditions to be encountered, the character and quantity of surface and subsurface materials or obstacles to be encountered, rights of way and easements at or near the site, the work to be performed, and the materials to be furnished as required by the RFP.

Any failure by the Candidate to acquaint itself with information that is available or with reasonable investigations that may be available will not relieve it from responsibility to properly estimate the difficulty or cost to perform the work. Such examination does not require independent underground soil borings unless required elsewhere.

a. Subsurface Investigations

Where the Employer has made investigations of subsurface conditions and has made that information available to Candidates, such information is limited in scope to that which has

been actually encountered in the investigations, and is included only for the convenience of the Candidate.

The Employer assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings or of the log of test borings, or other preliminary investigations, or any interpretation of the above. There is no guarantee or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the site, or any part of it, or that unforeseen conditions or developments may not occur.

Making such information available to Candidates is not to be construed in any way as a waiver of this provision. Candidates must satisfy themselves through their own investigations as to the actual conditions to be encountered.

b. Differing Site Condition

During the progress of the works, if a subsurface or latent condition is encountered at the site that is substantially different from those indicated in the RFP or made available for examination, a differing site condition may exist. The Design-Builder shall immediately notify the Project Manager in writing of the differing site condition.

The Project Manager shall investigate the assertion of a differing site condition by collecting the facts and applying the facts to the appropriate provisions of the contract documents.

If the Project Manager in the exercise of reasonable discretion determines that a differing site condition exists and that the differing site condition directly results in extra work, the Design-Builder shall be entitled to a variation order, which shall compensate the Design-Builder for the extra work.

2.03 Clarification during Tendering

The Candidate shall examine the RFP documents in preparing the tender and shall report to the Project Manager any omissions, discrepancies, or apparent errors found in RFP. Prior to the date of tender opening, the Candidate shall submit a written request for clarification to the Project Manager who may give such clarification in the form of addenda to all Candidates.

Only the project Manager is authorized to answer questions or prepare addenda relating to the project. Information obtained from any other source shall not bind either party, may not be relied upon and shall have no standing in any event that may occur.

2.04 Proposal Documents

Each proposal will consist of two separate submittals, the Financial Proposal and the Technical Proposal.

a) Proposal Package

Any proposal submitted that is not signed by the Candidate or by the Candidate's duly authorized representative shall be rejected by the Employer as non-responsive.

b) Power of Attorney or Agent

When an agent signs proposals, a power of attorney shall either be on file with the Employer prior to the opening of proposals, or be submitted with the proposal. Failure to submit the power of attorney may result in the rejection of the proposal as irregular and unauthorized. A power of attorney is not necessary in the case of a partner in a partnership.

2.05 Competitive Tendering

If more than one proposal is offered by an individual or business entity or combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or work to a Proposer is not thereby disqualified from quoting prices to other Proposers, or from submitting a proposal directly for the materials or work.

3.0 DESIGN REQUIREMENTS

3.01 Scope of Work

The Design-Builder shall furnish all architectural, landscape architectural and engineering services complete set of drawings, bills of quantities and detailed specifications necessary to complete the project in accordance with the requirements of the contract documents.

From the approved drawings and detailed specifications the Design-Builder shall furnish all labour, materials, equipment, services and transportation necessary for the complete construction of the project, including site works, structures, utilities and landscaping.

3.02 Intent of the Contract Documents

The intent of the contract documents is to provide the Employer with a project that is complete in all respects. All items necessary or reasonably required are to be provided to produce a complete and operational project.

3.03 (a) Laws and Codes

For any item for which the above codes are not applicable, Design-Builder shall comply with the requirements of the latest edition of the Kenya Building Code.

Codes and specifications incorporated by reference shall be those of the latest edition at the time of receiving proposals, unless otherwise specified.

The Employer shall select a firm(s) to provide materials testing and inspection services during construction. The testing and inspection services firms are solely responsible to the Project Manager for observation of construction, determination of adherence to the contract documents (including approved plans and specifications) and compliance with the applicable codes and standards.

(b) Plans and Specifications

The plans and specifications shall state the design codes, standards and requirements used for the development of the plans including the edition and applicable sections.

The plans and specifications shall include a quality control program and an implementation plan to ensure that the completed project complies in all respects to the project requirements. The design professional engaged by the Design-Builder shall specify all tests and inspections that are required by the building code and that are appropriate to achieve the project goals. The design professional on record shall be retained to provide normal construction administration services and shall make periodic visits to the site to observe the quality of the work.

The final design drawings, specifications and calculations shall be signed and stamped by the appropriate registered professionals as complying with the requirements of the applicable codes, standards, practices and regulations.

The design professionals on record shall retain full responsibility for the design.

The Design-Builder shall incorporate changes, if any, resulting from plan check, peer review and/or Employer requirements into the final design without additional cost to the Employer. Such final drawings and specifications shall be resubmitted to the Employer for approval.

(c) Plan Approval by Employer

No plans shall be approved for construction without the express written approval of the Employer.

At the discretion of the Employer, the project may be approved in parts provided that each part is assessed as in full compliance with the applicable requirements and can be completed without compromising compliance of the total project.

Any changes, alterations, substitutions or modifications made to the approved plans during construction must be approved in writing by the Project Manager where they could be construed to impact on the adherence to the applicable codes, standards or regulations.

The Design-Builder shall incorporate without additional cost to the Employer any changes, alterations, substitutions or modifications made to the approved plans that are required during construction to satisfy code requirements, including those not previously identified

in the approved plans, or to properly implement the approved plans, or where observed workmanship and/or discovered conditions so require.

The Design-Builder shall be responsible for payment of applicable fees and shall incorporate any modifications required in the drawings and detailed specifications without additional cost to the Employer.

The Employer will issue a certificate of completion when satisfied that the approved plans have been implemented and that all inspection and technical code and standards compliance issues identified during construction have been satisfactorily resolved.

3.04 Drawings & Specifications

a) Quality Requirements

The Design-Builder shall submit to the Employer for approval complete drawings and detailed specifications necessary to construct the project, including drawings and detailed specifications for site layout, utilities and landscaping.

It is required that these drawings and specifications be prepared by Registered professionals under the law.

b) Plan Review and Testing/Inspection Services

The Project Manager shall have the responsibility for enforcement of all applicable codes, standards and related responsibilities.

The Employer shall review the plans and specifications for adherence to applicable codes and standards.

The Employer shall select a firm(s) to provide materials testing and inspection services during construction.

The testing and inspection services firms are solely responsible to the Project Manager for observation of construction, determination of adherence to the contract documents (including approved plans and specifications) and compliance with the applicable codes and standards.

3.05 Approvals Prior to Construction

Review and approval of all drawings and detailed specifications must be obtained from the Employer before start of construction. However, the Employer will accept a design submission for site development and if found satisfactory, will allow the Design-Builder to proceed with earthwork, foundations and other elements of site development while final plans and specifications for the balance of the work are being completed.

The Design-Builder is responsible for final approvals per Articles as per 4.0 and 4.04 and approval of portions of the work by the Employer does

not relieve the Design-Builder of responsibility for construction should changes be required due to items disapproved or changed due to plan check. The responsibility for a totally integrated design in accordance with the contract documents will remain with the Design-Builder.

3.06 Submittals

The Design-Builder shall submit all detailed fabrication drawings, shop drawings, samples, material list and manufacture’s equipment brochures setting forth in detail the work as it is to be performed by the Design-Builder. Submittals shall be made in accordance with Article 6.04. Submittals shall be approved in writing by the Employer prior to use of the materials for the work.

3.07 Divisions of the Performance Specifications

The performance specifications are divided into sections for convenience as set forth in the standard format. The actual limitations of work in the various trades and/or sections of the specifications are the responsibility of the Design-Builder.

3.08 Layout of the Work

The Design-Builder shall prepare surveys and design for excavations and shorings required for the project and assure compliance with all state and local regulations.

4.0 CONDUCT OF THE CONSTRUCTION WORK

4.01 Laws to be Observed - Generally

- a) The Design-Builder shall observe all Government laws that affect the work under this contract.

The Design-Builder shall hold harmless defend and indemnify the Employer against any claim arising from the violation of any law, whether by itself or its agents, employees or subcontractors.

If a conflict arises between the provisions of this contract and a law, the Design-Builder immediately shall notify the Employer’s Project Manager in writing.

“Law” as used in this paragraph includes statutes and regulations adopted as well as executive orders, authoritative interpretations and other rules and directives issued by legally constituted authority.

4.02 Laws to be Observed – Regarding Labour

a) Labour

- i) The Design-Builder shall comply with the provisions of the Kenyan Labour Laws.
- ii) The Design-Builder shall permit access by representatives of the Employer upon reasonable notice to its books, records, accounts, other sources of information and its facilities as the Employer shall require to ascertain compliance with this clause.
- iii) The design Builder and its subcontractors shall give written notice of their obligations under this clause to labour organizations with which they have a collective bargaining or other agreement.

b) Prevailing Wage

- i) Wage rates set forth are the minimum that may be paid by the Design-Builder on a public works contract.

Public works also means hauling refuse from a public works site to an outside disposal location.

Nothing herein contained shall be construed as preventing the Design-Builder from paying more than the minimum rates set forth.

No extra compensation whatsoever will be allowed by the Employer due to the inability of the Design-Builder to hire labour at minimum rates nor for the necessity for payment by the Design-Builder of subsistence, travel time, overtime or other added compensations, all of which possibilities are elements to be considered and ascertained to the Design-Builder's own satisfaction in preparing the bid.

- ii) If it becomes necessary to employ crafts other than those listed, the Design-Builder shall notify the Employer immediately and the Employer will ascertain additional prevailing rates and the rates thus determined shall be applicable as minimum from time of initial employment.
- iii) The Design-Builder and any subcontractor under the Design-Builder shall comply with all labour laws.
- iv) The Design Builder and subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and actual per diem wages paid to each journeyman, apprentice or worker employed in connection with the public works.

Each payroll record shall contain verification by written declaration that the information contained in the payroll record is true and correct and that the Design-Builder and subcontractors have complied with the requirements.

For work performed by its employees on the project, the Design-Builder's and subcontractor's payroll records shall be available for inspection at all reasonable hours and a certified copy shall be made available upon request to the employer or his or her authorized representative.

- v) The Design-Builder is required to submit a minimum of the first two weeks of certified payroll and the Hourly Labour Rate Worksheet for its workers and all subcontractors.

Additional weeks of certified payroll records may be required at the discretion of the Employer.

c) Worker's Compensation

The Design-Builder shall be required to secure payment of Worker's Compensation to its employees in accordance with Labour Laws and shall file with the Employer prior to performing the work the certification required.

d) Apprentices

If the Design-Builder or any subcontractor employs workers on the project in any apprenticeable craft it shall apply to the joint apprenticeship committee administering the apprenticeship standards for the craft in the area of the work for a certificate approving the Design-Builder or subcontractor for the employment and training of apprentices.

Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which they are employed and shall be employed only in the work of the craft or trade to which they are indentured.

The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship agreements under which a person is training.

The Design-Builder or subcontractor employing journeymen or apprentices in any apprenticeable craft or trade shall contribute to the fund or funds set up in the area of work to administer the apprenticeship program in each trade in which it employs such journeymen or apprentices in the same amount and manner as the contributing contractors.

e) Education, Counseling and Training Programs

All educational, counseling and vocational guidance programs and all apprenticeship and on-the-job training programs, under this contract, shall be open to all qualified persons, without regard to race, sex, color, religion, National origin or ancestry.

Such programs shall be conducted to encourage the fullest development of the interests, skills, aptitudes and capacities of all students and trainees with special attention to the problems of culturally deprived, educationally handicapped or economically disadvantaged persons.

Expansion of training opportunities under these programs shall also be encouraged with a view toward involving larger numbers or participants from these segments of the labour force where the need for upgrading levels of skills is the greatest.

The Design-Builder shall obtain copies of such safety orders as are applicable to the type of work to be performed and shall be governed by their requirements in all construction operations. The Design-Builder shall fully inform each subcontractor and materials supplier as to the requirements of the applicable safety orders.

4.03 Environmental Requirements

a) Air and Water Pollution Control

The Design-Builder shall comply with all air and water pollution control rules, regulations, ordinances and statutes that apply to the work performed under the contract including any air pollution control rules, regulations, ordinances and statutes adopted under the authority of the Employer.

The Design-Builder must be eligible to perform work for the Project Manager by not being found to be in violation of any order, resolution or regulation relating to air or water pollution adopted in accordance with Project Manager requirements.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds and liquid asphalt used on the project, shall comply with the applicable material requirements of the Kenya Bureau of Standards.

All containers of solvent paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with these requirements.

Unless otherwise provided in the special provisions, material to be disposed of shall not be burned either inside or outside the premises.

A regular watering program shall be initiated to adequately control the amount of fugitive dust.

Exposed soil surfaces shall be sprayed with water at least daily and as needed to mitigate dust.

Trucks hauling dirt from the site shall be covered in accordance with applicable state and local requirements.

To reduce exhaust omissions, unnecessary idling of construction vehicles and equipment shall be avoided.

Construction equipment shall be fitted with modern emission control devices and shall be kept in proper tune.

b) Sound Control Requirements

The Design-Builder shall comply with all sound control and noise level rules, regulations and ordinances which apply to the work.

In the absence of any such rules, regulations and ordinances, the Design-Builder shall conduct its work to minimize disruption to others due to sound and noise from the workers and shall be responsive to the Employer’s requests to reduce noise levels.

Loading and unloading of construction materials will be scheduled so as to minimize disruptions to any activities.

Construction activities will be scheduled to minimize disruption to the adjacent premises.

4.04 Substitution of Subcontractors

Once the subcontractors have been listed provisions of the subletting and subcontracting to any proposed substitution of subcontractors must be approved by the Project Manager. The Design-Builder must clearly advertise the specific bond requirements for the project including the requirement of a bond, the kind of a bond and the amount of the bond, in order to be eligible to substitute a subcontractor.

When requested by the Project Manager, the Design-Builder shall submit a Subcontractor Status Report, which will be compared with the list of approved contractor.

If any subcontracts are still outstanding at the time of submittal, a follow-up request will be made.

No substitution of any subcontractor would be allowed without written approval of the Employer.

4.05 Design-Builder’s Responsibility for the Work

a) Generally

The Design-Builder shall be fully responsible for all work performed under this contract and no subcontractor will be recognized as such.

For purposes of assessing responsibility to the Design-Builder, all persons engaged in the work shall be considered as employees of the Design-Builder.

The Design-Builder shall give her/his personal attention to the fulfillment of the contract and keep all phases of the work under her/his control.

The Employer will not arbitrate disputes among subcontractors nor between the Design-Builder and one or more subcontractors concerning responsibility for performing any part of the project.

b) Quality Control

The Design-Builder shall be fully responsible for the quality of materials and workers skill in the project.

The Design-Builder shall not rely upon the inspection and testing provided by the Employer other than those special inspections and tests performed by the Employer's selected laboratories for which there are written reports.

c) Burden for Damage

From the issuance of the official Notice to Proceed until formal acceptance of the project by the Employer, the Design-Builder shall have the charge and care of and shall bear the risk of damage to the project and materials and equipment for the project.

The Design-Builder, at its own expense, shall promptly rebuild, repair, restore and make good all such damage to any portion or to all of the project and materials therefore before the acceptance of the project by the Employer except for such damage as is proximately caused by acts of the Employer or public enemy.

In case of suspension of work from any cause whatsoever, the Design-Builder shall be responsible for all materials and shall properly store them, if necessary and shall provide suitable drainage and erect temporary structures where necessary.

If the Design-Builder damages any property belonging to the Employer, the Employer may, in addition to other remedies available to the Employer, retain from the money due to the Design-Builder an amount sufficient to ensure repair of the damage or an amount to contribute towards repair of the damage.

The Design Builder shall be responsible for any damage to the project and materials and equipment for the project.

d) Protection of Adjoining Facilities

The Design-Builder shall protect adjoining property and nearby buildings, roads and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Design-Builder's operations.

Dust shall be controlled by sprinkling or other effective methods acceptable to Employer.

An erosion and sedimentation control program shall be initiated, which includes measures addressing erosion caused by wind and water and sediment in runoff from site.

A regular watering program shall be initiated to adequately control the amount of fugitive dust in accordance with applicable Law.

e) Safety

The Design-Builder shall exercise precaution at all times for the protection of persons and their property.

The Design Builder shall install adequate safety guards and protective devices for all equipment and machinery, whether used in the work or permanently installed as part of the project.

The Design-Builder shall also provide and adequately maintain all proper temporary walks, roads, guards, railings, lights and warning signs.

The Design-Builder shall comply with all applicable laws relating to safety precautions, including the safety regulations of the Project Manager.

If the Design-Builder designates other employees, its Foreman shall have the duty of prevention of accidents.

The design-Builder shall institute a safety program, which includes all trades on the site.

Renovation, expansion, or remodel work of any existing building may expose workers to lead-containing materials such as paint, flashings and pipe joints. The Design-Builder shall comply with all applicable laws addressing such exposure.

The Employer and the Project Manager may bring to the attention of the Design-Builder a possible hazardous situation in the field regarding the safety of personnel on the site.

The Design-Builder shall be responsible for verifying that all local, state and Government workplace safety guidelines are being observed.

In no case shall this right to notify the Design-Builder absolve the Design-Builder of its responsibility for monitoring safety conditions.

Such notification shall not imply that anyone other than the Design-builder has assumed any responsibility for field safety operations.

In the event of an accident, the Design-Builder shall make available to the Employer copies of its accident report to its insurance carrier.

The Design-Builder shall determine the cause of the accident and immediately correct any equipment, procedure or condition contributing to the accident.

f) Utilities

- i) If the Design-Builder discovers utility facilities not identified in the contract documents, the Design-Builder shall immediately notify the Employer and the utility involved in writing of such discovery.

When the Design-Builder is required by the plans and specifications to locate, remove or relocate utility facilities not identified in the contract documents with reasonable accuracy, she/he shall be compensated for any reasonable actual added cost incurred.

The Design-Builder shall also be compensated for the cost of repairing any damage resulting from the discovery of such unidentified utility facility when such damage does not result from the failure of the Design-Builder to exercise reasonable care.

All such compensation to the Design-Builder shall be based on an actual cost plus Design-Builder and subcontractor mark-up except that both the Design-Builder's and subcontractor's mark-up shall be reduced by six (6) percent each, where the damages results from the failure of the Design-Builder or subcontractor to exercise reasonable care.

The Employer or the public utility, where it is the owner of the utility facilities shall have the sole discretion to perform repairs, or relocation work or permit the Design-Builder to do such repairs or relocation work at a reasonable price, where such work is required to facilitate the project.

The Design-Builder shall not be assessed liquidated damages for delay in the completion of the project which is caused by the failure of the Employer or the owner of the utility to provide for removal or relocation of such unidentified utility facilities.

- ii) With the exception of the identification of main trunk line utility facilities in the contract documents, the foregoing provisions of subclause (i) shall not apply to and Employer shall have no obligation to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities such as buildings, meter and junction boxes on or adjacent on the site of the construction.

- iii) Except as expressly provided in subclauses (i) and (ii) above, the Design-Builder shall be responsible at its own cost for all work, expense or special precautions caused by the existence or proximity of utilities encountered at the site or in the performance of the project work including without limitation, repair of any damage that may result including any damage resulting from hand or exploratory excavation.

The Design-Builder is cautioned that the utilities encountered at the site may include communication cables or electrical cables conducting high voltage. When excavating in the vicinity of the ducts enclosing such cables, special precautions are to be observed by the Design-Builder at her/his own cost and shall include the following.

- (a) All cables and their enclosure ducts shall be exposed by careful hand excavation so as not to damage the ducts or cables nor;
 - (b) Cause injury to persons and appropriate warnings signs, barricades and safety devices shall be erected.
- (iv) The Design-Builder shall provide to the Employer as-built drawings of all utilities encountered and constructed indicating the size, horizontal location and vertical location based on the project bench mark or a stable datum.

4.06 Occupancy by Employer Prior to Acceptance

The Employer reserves the right to occupy all or any part of the project prior to completion of the entire contract, upon issuance of a written contract change order therefore.

In such event, the Design-Builder shall be relieved of responsibility for any injury or damage to such occupied part as results from the Employer’s occupancy and use.

If the Design-Builder carries insurance against damage to such premises or against liability to third persons covering the premises so used and occupied by the Employer and if such occupancy results in increased premiums for such insurance, the Employer will pay to the Design-Builder the added premium costs for such insurance during the period of occupancy.

The Occupancy change order shall be the vehicle for such payment, if applicable.

The Employer’s occupancy shall not constitute acceptance by the Employer either of the project as completed or of any portion thereof, nor will it relieve the Design-Builder of full responsibility for correcting defective work or materials found at any time before the formal written acceptance of the project as completed by the Employer and during the full guarantee period after such acceptance, nor does it stop the assessment of liquidated damages.

However, when the project includes several separate facilities and one or more of such facilities is entirely occupied by the Employer, then upon written request of the Design-Builder, the guarantee period for the occupied facility may commence from the date of occupancy subject to written consent thereto by the Employer.

4.07 Responsibility to Secure and Pay for permits, Licenses, Utility Connections Etc.

The Design-Builder shall secure all permits and licenses required for any operations required under this contract and shall pay all costs relating thereto as well as all other fees and charges that are required by the Project Manager, telephone company, special district or quasi – Project Managerial entity.

It is the Design-Builder’s responsibility to ascertain the necessity of such permits and licenses in preparing its tender and include in its tender the cost thereof as well as adjustments for any delays, which may be caused by securing permits and licenses.

4.08 Patented or Copyrighted Materials

The Design-Builder shall assume all costs arising from the use of patented or copyrighted materials, equipment, devices or processes used on or incorporated in the project and agrees to save harmless, defend and indemnify the Employer Consultants, the Employer, Employees of each of them from all suits, actions or claims for or on account of the use of any patented or copyrighted materials, equipment, devices or processes.

4.09 Property Rights in Materials and Equipment

Nothing in the contract shall be construed as vesting in Design-Builder any property in the materials or equipment after they have been attached to or permanently placed in or upon the work or the soil or after payment has been made for the value of the materials or equipment delivered to the site of the work whether or not they have been so attached or placed.

All such materials or equipment shall become the property of Employer upon being so attached or placed or upon payment of the value of the materials or equipment delivered on the site but not yet installed and the Design-Builder warrants that all such property shall pass to Employer free and clear of all liens, claims, security interests or encumbrances.

4.10 Taxes

The Design-Builder shall pay all taxes imposed by law which are levied or become payable as a result of the Design-Builder’s performance under this contract.

4.11. Contract Time

(a) Time is of the Essence.

All time limits specified in this contract are of the essence of the contract.

(b) Starting and Completion Date

The Employer shall designate in the Notice to proceed the starting date of the contract on which the Design-Builder shall immediately begin and thereafter diligently execute the work to completion.

The design-Builder agrees to complete the work on the date specified for completion of the Design-Builder's performance in the contract unless such time is adjusted in writing by change order by the Employer.

The Design-Builder may complete the work before the completion date if it will not interfere with employer or other contractors engaged in related or adjacent work.

The work shall be regarded as completed as noted on the Employer Notice of Completion.

4.12 Labour Force and Foreman

At all times the Design-Builder shall provide sufficient labour to properly execute the work and to ensure completion of each part in accordance with the schedule and within the contract time.

The Design-Builder shall make certain that competent workers are employed who are skilled in the type of work required and that workmanship is of the best, regardless of the quality of material.

If in the judgment of the Employer, any person is incompetent or disorderly, the Design-Builder shall promptly remove such person from the project and shall not re-employ such person thereon.

The Design-Builder shall retain a competent, full time on-site Foreman to represent the Design Builder and to direct the project at all times while any work under this contract is being performed.

The Foreman shall prepare a daily report, which includes worker count and work in progress and shall provide the report to the Employer upon request.

The design-Builder shall make certain that all subcontractors employed are properly registered and are in good standing with Project Manager requirements.

4.13 Limitation of Construction Operations

The Design-Builder shall limit the area and nature of the construction operations to that which is authorized in the plans and specifications or approved in writing by the Employer.

The Design-Builder shall be responsible to others engaged in the related or adjacent work for all damage to work, to persons and to property and for loss caused by failure to complete the work within the specified time for completion.

The Design-Builder shall coordinate its work with the work of others so that no discrepancies shall result in the project.

4.14 Drawings Reflecting Actual Construction

During the course of construction, the Design-Builder shall maintain drawings daily to show the project as it is actually constructed.

Every sheet of the plans and specifications, which differs from the actual construction, shall be marked and sheets so changed shall be noted on the title sheets of the plans and specifications.

All variation orders shall be shown by reference to sketch drawings and any supplementary drawings or change order drawings shall be included.

The Design-Builder shall review the “as-built” drawings with the Project Manager at least once a month to demonstrate that all changes that have occurred are being fully and accurately recorded.

The altered contract drawings shall be sufficiently detailed so that future work on the project or in adjacent areas may be conducted with a minimum of difficulty.

Prior to the completion of the project and prior to release of the final retention payments the “as-built” drawings and specifications shall be transmitted to the Project Manager for further handling with a copy of the transmittal to the Employer.

Additionally, the Design-Builder shall turn over to the Employer a re-drafted and complete set of “as-built”: drawings of the actual construction.

Final payment will not be made to the Design-Builder until the “as-built” drawings are received and spot checked by the Employer. Corrections if any shall be made as necessary.

4.15 Access for Inspection

The Design Builder shall at all times permit the Employer and the Project Manager to visit and inspect the work and the shops where work is in preparation and shall maintain proper facilities and provide safe access for such inspection.

Work requiring testing, inspection or verification shall not be covered up without such test, inspection or approval.

The Design-Builder shall notify the Project Manager in writing at least 24 hours in advance of the Project Manager being required to inspect the work.

For a project with part time inspection, a minimum of 48 hours written notification by the Design-Builder to the Project Manager is required before the Project Manager is required to inspect the work, whenever the Design-Builder intends to perform work on a Saturday.

4.16 Clean-up of Project and Site

The Design-Builder shall clean up its work at frequent intervals and at other times when directed by the Employer.

At all times while finish work is being done, floors shall be kept broom clean.

Upon completion of the work, the Design-Builder shall promptly remove from the premises construction equipment and any waste materials not previously disposed of leaving the premises thoroughly clean and ready for occupancy.

In the event the Design-Builder does not maintain the project or the site clear of debris and rubbish in manner acceptable to the Employer, the Employer may cause the project or site to be properly cleaned and may withhold the expense incurred therefore from payments due to the Design-Builder.

4.17 Project Sign, Advertising

The design-Builder shall furnish and install a project sign required as part of the work under the contract.

As a minimum, the sign shall be 2 metres wide and 4 metres high.

The sign shall identify the Project Name, the Employer, the Design-Builder and the Project Manager.

No advertising is permitted on the project or site without written permission from the Employer.

5.0 INTERPRETATION OF AND ADHERENCE TO CONTRACT REQUIREMENTS

5.01 Interpretation of Contract Requirements

(a) Correlation

Contract documents shall be interpreted as being complementary, requiring a complete project.

Any requirement occurring in any one of the contract documents is as binding as though occurring in all contract documents.

Generally, the specifications address quality, types of materials and contract conditions while the drawings show placement, sizes and fabrication details of materials.

(b) Conflicts

In the event of conflict in the contract documents, the following priorities shall govern:

- (i) Addenda shall govern over all other contract documents and subsequent addenda shall govern over prior addenda only to the extent modified.
- (ii) “Contract Conditions” shall govern over all sections of the specifications.

No section of the specifications shall modify the Contract Conditions.

- (iii) In the event that provisions of codes, safety orders contract documents, referenced manufacturers specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

(c) Omissions

In the event of omissions in the contract documents the following shall apply:

- (i) If the contract documents are not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement of the contract documents in accordance with such standard.

“Minor Detail” shall include the concept of substantially identical components, where the price of each such component is small even though the aggregate cost or importance is substantial and shall include a single component that is incidental even though its cost or importance may be substantial.

- (ii) The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size and profile of the parts of materials otherwise set forth in the contract documents.

5.02 Issuance of Interpretations, Clarifications, Additional Instructions

Should the Design-Builder discover any conflicts, omissions or errors in the contract or have any question concerning interpretation or clarification of the contract, the Design-Builder shall request in writing interpretation, clarification or additional detailed instructions before proceeding with the work affected.

The written request shall be given to the Design-Builder with copies to the Employer and to the Project Manager.

The Employer shall, within a reasonable time, issue in writing the interpretation, clarification or additional detailed instructions requested.

Should the design-Builder proceed with the work affected before receipt of the interpretation, clarification or instructions from the Employer, the Design-Builder shall replace or adjust any work not in conformance therewith and shall be responsible for any resultant damage or added cost.

Should any interpretation, clarification or additional detailed instructions as approved by the Employer and in the opinion of the Design-Builder, constitute work beyond the scope of the contract, the Design-Builder must submit written notice thereof to the Employer within seven calendar days following receipt of such interpretation, clarification or additional detailed instructions and in any event prior to commencement of work thereon.

The Design-Builder shall send copies of such correspondence to the Project Manager. Within seven calendar days after the Design-Builder issues its written notice, the Design-Builder shall submit an explanation of how the interpretation, clarification or additional detailed instruction constitutes work beyond the scope of the contract, along with a detailed cost breakdown and an explanation of any delay impacts.

If in the judgment of the Employer, the notice is justified, the interpretation, clarification or additional detailed instructions shall be revised or the extra work authorized by contract change order or by Site Instruction with a change order to follow.

If the Employer decides that the claim is not justified the Employer shall give the Design-Builder a written order that the claim is not justified and direct the Design-Builder to perform such work.

The Design-Builder shall proceed with the work upon receipt from the Employer of a written order to do so, in accordance with the Employer's interpretation of the contract requirements, but within seven days of receipt of the order, the Design-Builder must notify the Employer by letter that it protests the decision.

When performing disputed work, the Design-Builder shall prepare time and materials records for each day and the Site Manager shall verify these records at the conclusion of each day.

The Design-Builder shall have no claim for additional compensation because of such interpretation, clarification or additional detailed instruction, unless he/she gives written notice to the Employer within seven calendar days as specified above.

5.03 Product and Reference Standards

(a) Product Designation

When descriptive catalog designations, including the manufacturer's product brand name, or model number are referred to in the contract, such designations shall be considered as those found in industry publications.

(b) Reference Standards

When standards of the Project Manager, trade societies or trade associations are referred to in the contract by specific date of issue, these shall be considered a part of this contract.

When such references do not bear a date of issue, the current and most recently published edition shall be considered a part of this contract.

5.04 Shop Drawings, Samples, Alternatives or Equals, Substitutions

(a) Submittal Procedure

The Design-Builder shall review and approve all shop drawings. "Shop drawings" include drawings, diagrams, illustrations, schedules, performance charts, brochures and catalogs and other data prepared by the Design-Builder or any subcontractor, manufacturer, supplier or distributor, which illustrate some portion of the work.

The Design-Builder shall promptly review and mark the shop drawings approved and submit to the Employer, so as to cause no delay in the work together with samples as required by the contract and shall also submit any offers of alternatives or substitutions.

The design-Builder shall submit at least four copies of shop drawings with three to be retained by the Employer.

All such submittals shall be sent to the Employer at the address given in the instructions to the Design-Builder at the job start meeting.

A letter shall accompany the submitted items which shall contain a list of all matters submitted and shall identify all deviations in the shop drawings and samples from the requirements of the contract.

Failure by the Design-Builder to identify all deviations may render any action taken by the Employer on the materials submitted to be void.

Whether to void such action shall be in the discretion of the Employer.

The letter and all items accompanying it shall be fully identified as to project name and location, the Design-Builder's name and contract number.

By submitting the approved shop drawings and samples, the Design-Builder represents that the data contained therein have been verified with conditions as they actually exist and that the shop drawings and samples have been checked and coordinated with the contract.

(b) Samples

Samples are physical examples furnished by the Design-Builder to illustrate materials, equipment, color, texture or workmanship and to establish standards by which the work will be judged.

The work shall be in accordance with the samples, submitted as required by the contract and reviewed by the Employer.

The Design-Builder shall remove samples from the site when directed by the Employer.

Samples not removed by the Design-Builder at the Employer's option will become the property of the Employer or will be removed or disposed of by the Employer at the Design-Builder's expense.

(c) Alternatives or Equals

For convenience in designation on the plans or in the specifications certain materials or equipment may be designated by a brand or trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as "designated by brand name".

Alternative material or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Proposer complies with the following requirements.

- (i) The Proposer shall submit his or her proposal to the Employer for an alternative as “an equal” in writing prior to the award of the contract as required by the Employer.
- (ii) In exceptional cases where the best interests of the Employer so require, the Employer may give written consent to a submittal or re-submittal received after the expiration of the time limit designated.

If a Proposer desires consideration of “an equal” prior to submitting proposals, the Proposer is responsible for a timely submittal.

- (iii) No proposal will be considered unless accompanied by complete information necessary to permit determination of the equality of the offered materials or equipment. Samples shall be provided when requested by the Employer.
- (iv) The burden of proof as to the comparative quality and suitability of the offered materials or equipment shall be upon the Proposer.

Where the material is specified by capacity or performance, the burden of proof shall be on the proposer to show that any particular equipment or materials meet the minimum capacities or the performance requirements specified.

The Proposer shall furnish at its own expense all information necessary for a determination as to whether the minimum capacities or performance requirements will be met.

The Employer shall be the judge of such matters. If the Employer rejects the use of any alternative materials or equipment, then one of the products designated by brand name shall be furnished.

If changes or delays are required for proper installation or fit of alternative materials, articles or equipment, or because of deviations from contract documents such changes or delays shall be made at the design-Builder’s expense without recourse for reimbursement from the Employer.

(d) Substitutions

If the Design-Builder proposes a product that is of lesser or greater quality or performance than the specified material or equipment, the Design-Builder must submit any cost impact of this substitution.

By submitting a substitute, the Design-Builder waives any rights to claim a delay due to the processing of this substitution.

The time for submission of a substitute of an unequal product shall be restricted to 5 days after the effective date on the Notice-to-Proceed unless the Employer allows a longer or shorter period in writing.

5.05 Quality of Materials, Articles and Equipment

Materials articles and equipment furnished by the Design-Builder for incorporation into the work shall be new.

When the contract requires that materials, articles or equipment be furnished but the quality or kind thereof is not specified, the Design-Builder shall furnish materials, articles or equipment at least to the kind or quality or both of materials, articles or equipment which are specified.

5.06 Testing Materials, Articles, Equipment and Work

Materials, articles and equipment requiring tests shall be delivered to the site in ample time before intended use to allow for testing and shall not be used prior to testing and receipt of written approval.

The Design-Builder shall be solely responsible for notifying the Employer where and when materials, articles, equipment and work are ready for testing.

Should any such materials, articles, equipment or work be covered without testing and approval, if required, they shall be uncovered at the Design-Builder's expense.

The Employer has the right to order the testing of any other materials, articles, equipment or work at any time during the progress of the work. Unless otherwise directed, all samples for testing shall be taken by the Employer from materials, articles or equipment to be used on the project or from work performed.

All tests will be under the supervision of and at locations convenient to the Employer. The Employer shall select the laboratories for all tests.

Decisions regarding the adequacy of materials, articles, equipment or work shall be issued to the Employer in writing.

All costs of the initial required tests shall be borne by the Design-builder.

The Employer may decide to take further samples and tests and if the results show that the work was not defective, the Employer shall bear the costs of such samples and tests.

In the event the results of such additional samples and tests show that the work was defective, the Design-builder shall bear the cost of such samples and tests.

Samples that are of value after testing shall remain the property of the Design-Builder. The Employer may be backcharge to the Design-Builder all retesting and re-inspection costs.

5.07 Rejection

Should any portion of the work done or any materials, articles or equipment delivered fail to comply with the requirements of the contract, such work, materials, articles or equipment shall be rejected in writing and shall immediately be made satisfactory to the Employer, by the Design-Builder at no additional expense to the Employer.

Any materials, articles or equipment, which are rejected, shall immediately be removed from the premises at the expense of the Design-Builder.

The employer may retain one and one-fourth times the cost of the rejected materials, articles, equipment and work from any payments due to the Design-Builder until such time as it is made acceptable to the Employer.

5.08 Responsibility of Quality

The testing and inspection provided by the Employer shall not relieve the Design-Builder of its responsibility for the quality of materials and workmanship provided by the Design-Builder and the Design-Builder shall make good all defective work discovered during or after completion of the project.

5.09 Guarantee

The design-Builder hereby unconditionally guarantees the work under this contract to be in conformance with the contract requirements and to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the project, unless a longer guarantee period is agreed between the parties.

By this guarantee the Design-Builder agrees within the guarantee period, to repair or replace any work together with any adjacent work which may be displaced in so doing which is not in accordance with the requirements of the contract or which is defective in its workmanship or material, all without any expense whatsoever to the Employer.

Special guarantees that are required by the contract shall be signed by the Design-Builder, who is responsible for the entire work and countersigned by the subcontractor who performs the work.

Contract bonds shall remain in full force and effect during the one-year guarantee period, unless a longer bond period is agreed.

The design-Builder further agrees that within five (5) calendar days after being notified in writing by the Employer of any work not in accordance with the requirements of the contract or of any defects in the work, the Design-Builder shall commence and execute with diligence all work necessary to fulfill the terms of this guarantee and to complete the

work in accordance with the requirements of the contract within a reasonable period of time.

The Design-Builder in the event of failure to so comply, does hereby authorize the Employer to proceed to have the work done at the Design-Builder's expense and the Design-Builder agrees to pay the cost thereof upon demand.

The Employer shall be entitled to be reimbursed by the Design-Builder all costs necessarily incurred upon the Design-Builder's refusal to pay the above cost.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to health or safety of the Employer, employees, property or the public, the Employer may undertake at the Design-Builder's expense without prior notice, all work necessary to correct any hazardous conditions caused by the work of the Design-Builder not being in accordance with the requirements of this contract.

4.2 CONDITIONS OF CONTRACT

Part I: General Conditions of Contract

The Conditions of Contract comprise the "General Conditions", which form part of the "Conditions of Contract for EPC/Turnkey Projects, FIDIC 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC).

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

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

Fax: 4121 653 5432
Telephone 4121 653 5003

Part II: Particular Conditions

The Particular Conditions are set out hereunder. The Clauses in the Particular Conditions are additional to or as amendment to the General Conditions of Contract.

In the preparation of these Conditions of Particular Applications the document followed is Conditions of Contracts for EPC/Turnkey Projects FIDIC, 1999.

Any change, deviation, deletion or addition to Conditions of Contract for EPC/Turnkey Projects FIDIC, 1999 has been recorded in the Particular Applications with same clause or sub clause reference.

Part-II Particular Conditions

1. GENERAL PROVISIONS

Definitions	Clause	
The Contract	1.1.1.1	<p>"Contract" shall be deemed to form and be read and construed by the following documents:</p> <ul style="list-style-type: none"> (a) The Contract Agreement; (b) The Letters of Award and Acceptance; (c) Appendix to Tender (d) The FIDIC 1999 Conditions of Contract for EPC/Turnkey Projects (Part-II Particular Conditions); (e) The FIDIC 1999 Conditions of Contract for EPC/Turnkey Projects (Part-I, General Conditions); (f) The Employer's Requirements; (g) The Schedule of Payments; (h) The Contractor's Proposal; (i) Non-Binding Bill of Quantities (for reference only); (j) Specifications (k) The Performance Security.
	1.1.1.4	"Tender" means the Contractor's Proposal.
Parties and Persons	1.1.2.2	"Employer" means Director General, Kenya National Highways Authority.
	1.1.2.4	"Employer's Representative" means the Director (Highway Planning & Design) of the Kenya National Highways Authority, duly appointed by the Employer to act on his behalf.
Dates, Tests, Periods and Completion	1.1.3.1	"Base Date" means the date 28 days prior to the execution date of Commercial Contract.
	1.1.3.2	Commencement Date shall be 28 days from date of Letter of Commencement issued by the Employer's Representative subject to submission and approval of contractor's programme of works and other construction documents, right of access to the site having been given to the contractor and payment of the advance payment to Contractor.
	1.1.3.3	The Time for Completion is 18 months from the Commencement Date.
	1.1.3.7	"Defects Notification Period" has the same meaning as "Defects Notification Period".
		The Defects Notification Period shall be 24 calendar months

from the date of issue of the Taking-Over Certificate.

Other Definitions	1.1.6.9	"Public Utilities" means pipes for water supply, gas/oil, and sewage: the overhead and underground transmission facilities of electricity and telecommunication and any other as advised by the employer.
Communication	1.3	The communication including for giving or issuing of approvals, certificates, consents, determination, notices and requests shall be in writing. The approvals, certificates, consents and determinations shall not be unreasonably delayed or withheld.
Law and Language	1.4	The Contract shall be governed by the Laws of the Republic of Kenya. The ruling language is English. The language for communications shall be English.
Priority of Contract Documents	1.5	<i>Delete and insert the following.</i> The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of documents shall be in accordance with the following sequence: <ul style="list-style-type: none"> (a) The Signed Contract Agreement; (b) The Letters of Award and Acceptance; (c) Appendix to Tender (d) The FIDIC 1999 Conditions of Contract for EPC/Turnkey Projects (Part-II Particular Conditions); (e) The FIDIC 1999 Conditions of Contract for EPC/Turnkey Projects (Part-I, General Conditions); (f) The Employer's Requirements; (g) The Schedule of Payments; (h) The Contractor's Proposal; (i) Non-Binding Bill of Quantities (for reference only); (j) Specifications; (k) The Performance Security.
Compliance with Laws	1.13	<i>Add new subparagraph to Sub-Clause 1.13</i> (c) Add Disclosure Clause: Contractor hereby declares that he has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Kenya or any administrative subdivision or agency thereof

or any other entity owned or controlled by Government of Kenya through any corrupt business practice.

Without limiting the generality of the foregoing, Contractor represents and warrants that he has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to any person within or outside Kenya either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Kenya, except that which has been expressly declared pursuant hereto.

Contractor certifies that he has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of Kenya and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. He agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of Kenya under any law, contract or other instrument, be voidable at the option of Government of Kenya.

Notwithstanding any rights and remedies exercised by Government of Kenya in this regard, Contractor agrees to indemnify Government of Kenya for any loss or damage incurred by he on account of its corrupt business practices and further pay compensation to Government of Kenya in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of Kenya.

- (d) Government of Kenya has made it mandatory that on each project some allocation of funds must be made for AIDS awareness. Therefore, some funds within this contract shall be allocated for HIV/AIDS mainstreaming in this contract.

(e) No member or officer of the Employer or anyone of their respective staff or their employees shall be in any way personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

2. THE EMPLOYER

Right of Access to the Site 2.1

At the end of the first paragraph insert:

The Contractor shall give advance notice to the Employer of not less than 56 days with all necessary details on the section or area of the works where the contract requires relocation of underground public utilities. The Employer shall provide reasonable assistance to the Contractor in identifying, relocating or protecting underground public utilities in order to avoid damage during construction.

The Employer will provide details of the width of right of way available along the alignment.

3. THE EMPLOYER'S ADMINISTRATION

Employer's Representative 3.1

With reference to Clause 3.1, the following provision shall also apply

An Employer's Representative shall be appointed by the Employer. The Employer's Representative and, where applicable, his assistants, shall exercise the authority delegated by the Employer.

4. THE CONTRACTOR

Performance Security 4.2

Add new paragraph at end of Sub-Clause 4.2

(i) The Contractor shall provide performance security for his proper performance of the Contract to the Employer within 28 days after signing of the Contract Agreement;

The Performance Security shall be in the form of an unconditional bank guarantee acceptable to the Employer, of an amount equivalent to 10% of the Contract Price stated in the Contract.

The validity period of Performance Security shall include 18 (eighteen) calendar months of construction period and 24 (twenty four) calendar months of defects notification period.

The Performance Security shall be issued either by a bank located in the country of the Employer or a foreign bank which is acceptable to the Employer.

Without limitation to the provisions of the preceding paragraph, whenever the Employer's Representative determines an addition to the Contract Price as a result of a change in cost and/or

legislation or as a result of a variation amounting to more than 25 percent of the portion of the Contract Price, the Contractor, at the Employer's Representative's written request, shall promptly increase the guarantee amount of the Performance Security by an equal percentage.

5. DESIGN

Contractor's Documents

5.2 *Add following paragraph to sub-clause 5.2*

The Contractor shall be required to submit the Contractor's documents to the Employer's Representative during the construction and at the completion of the Works for approval or otherwise as a routine submission.

Two hard copies and Ten properly labelled soft copies/CDs (compact disks)/DVD/flash drive as per the Employer's requirements listed as follows:

1. Program of Work;
2. Final Engineering Design Report;
3. Final Drawings;
4. Monthly & Quarterly Progress Report;
5. ESIA & RAP Report as per employer's requirement;
6. Preliminary Materials Investigation Report;
7. As-built Drawings, including cross-sections and cross drainage structures;
8. Final Construction & Maintenance Report, including Maintenance Manuals;
9. Operations and Maintenance Manuals for all facilities;
10. Land acquisition drawings;
11. Before commencement, Contractor to submit a traffic management plan.

Technical Standards and Regulations

5.4 The design, construction and tests shall comply with relevant technical standards currently in effect in Kenya, including but not limited to the Road Design Manual and the Standard Specifications for Roads and Bridges or equivalent Internationally recognized standards upon approval by the Employer.

6. STAFF AND LABOUR

Engagement of Staff and Labour

6.1 *Add new paragraph at end of Sub-Clause 6.1*

Employment of Local Personnel

The Contractor shall comply with Laws of Kenya relating to employment of local staff and labour including Subcontractors with appropriate qualification and experience.

Measures against Insect and Pest Nuisance

6.12 *Add new Sub-Clause 6.12*

The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect nuisance, rats, and other pests and reduce the dangers to health and the general nuisance caused by the same. The Contractor shall provide his staff and labour with suitable prophylactics for the prevention of malaria and shall take steps to prevent the formation of stagnant pools of water. The Contractor shall

comply with all the regulations of the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the Site.

Such treatment shall be carried out at least once a year or as instructed by the Employer's Representative.

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| Epidemics | 6.13 | <p><i>Add new Sub-Clause 6.13</i></p> <p>In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.</p> |
| Burial of the Dead | 6.14 | <p><i>Add new Sub-Clause 6.14</i></p> <p>Any employee, who has met a fatal accident while engaged upon the works, shall be provided all necessary facilities for burial etc. as per the Laws of Kenya.</p> |
| Drugs | 6.15 | <p><i>Add new Sub-Clause 6.15</i></p> <p>The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances, and Government Regulations or Orders for the time being in force, import, sell, give, barter, or otherwise dispose of any drugs, or permit or suffer any such importation, sale, gift, barter, or disposal by his subcontractors, agents, staff, or labour.</p> |
| Arms and Ammunition | 6.16 | <p><i>Add new Sub-Clause 6.16</i></p> <p>The Contractor shall not give, barter, or otherwise dispose of, to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.</p> |
| Festivals and Religious Customs | 6.17 | <p><i>Add new Sub-Clause 6.17</i></p> <p>The Contractor shall, in all dealings with his staff and labour, have due regard to all recognized festivals, days of rest, and religious and other customs.</p> |

8. COMMENCEMENT, DELAYS AND SUSPENSION

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| Commencement of Works | 8.1 | <p><i>Add new paragraph at beginning of Sub-Clause and change paragraph (b) into the following paragraph (b)</i></p> <p>The Employer's Representative shall consult with the Contractor, review and approve the Contractor's Programme of Works prior to issuance of the Letter of Commencement.</p> |
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(b) the Commencement Date shall be 28 days from date of Letter of Commencement issued by the Employer's Representative.

Time for Completion	8.2	<i>Add new paragraph at end of Sub-Clause 8.2</i> "The work shall be planned and executed as per provision of Sub-clause 8.3 with particular attention to the quarterly targets to be achieved as per this program in a period of 18 (eighteen) months from the Commencement Date".
Programme Submitted	8.3	<i>Add new paragraph at the end of Sub-Clause 8.3</i> Cash Flow Estimate A suitable estimate of funds requirements shall be provided by the Contractor to manage cash flow operation.
Delay Damages	8.7	The delay damages shall be 0.025% of the Contract Price per day and shall not exceed the maximum of five percent (5%) of the Contract Price.

10. EMPLOYER'S TAKING OVER

11. DEFECTS NOTIFICATION

Performance Certificate	11.9	<i>Add the following paragraph after the first paragraph</i> The Defects Notification Period shall be twenty four (24) calendar months.
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13. VARIATIONS AND ADJUSTMENTS

Variation Procedure	13.3	<i>Add the following</i> Valuation for variations shall be based on the rates available in the Contract. In case rates cannot be derived in this manner, subject to the Laws of Kenya, the Employer's Representative shall have the option to set rates based on market value and shall include Contractor's overheads and profit.
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14. CONTRACT PRICE AND PAYMENT

Application for Interim Payments	14.3	<i>Add the following</i> The Contractor shall provide advance payment guarantee to the Employer within 28 days after signing of the Contract Agreement. The percentage of advance payment is 10% of Contract Price as stated in the Appendix to Tender. The advance payment Guarantee shall be from a bank located in the country of the Employer and shall be in the form of an unconditional bank guarantee acceptable to the Employer, of a same amount of advance payment stated in the Appendix to Tender.
Schedule of Payment	14.4	<i>Add the following</i> For the purpose of this sub-clause, the Contractor shall include in the bid, a schedule of payments specifying the installments in which Contract Price shall be paid against set milestones. These milestones shall be agreed upon with the Employer.
Timing of	14.7	<i>Substitute Sub-Clause 14.7 with the following:</i>

Payment The Employer shall pay to the Contractor:

(a) The amount due to the Contractor under any Interim or Final Payment Certificate issued by the Employer's Representative pursuant to this Clause, or to any other term of the Contract, shall, be paid by the Employer to the Contractor as follows:

(i) in the case of Interim Payment Certificates, within 90 days after the Contractor's interim statement has been submitted to the Employer's Representative.

(ii) in the case of the Final Payment Certificate pursuant to Sub-Clause 14.11, within 90 days after the Final Statement and written discharge have been submitted to the Employer's Representative for certification.

Delayed Payment 14.8 *Delete Sub-Clause 14.8 paragraph 1 & 2 and replace with the following:*
 In the event of the failure of the Employer to make payment within the times stated in sub-clause 14.7 hereof, the Employer shall pay to the Contractor simple interest at **CBR (Central Bank Rate) plus 2%**.

Currencies of Payment 14.15 *Delete this clause and replace with the following:*
 The Contract Price shall be paid in Kenya Shillings.

18. INSURANCE

Source of Insurance 18.1 *Add new paragraph at end of Sub-Clause 18.1*
 The Contractor is required to place all insurance relating to the Contract (the insurance referred to in Clauses 18.2, 18.3, and 18.4).

The Contractor shall within 14 days from the Date of Commencement submit to the Employer:

a) evidence that the insurance described in this Clause (18) have been effected and

b) copies of the policies of insurance described in sub-clause 18.2, 18.3 and 18.4, submitted to the Employer.

Insurance for Works and Contractor's Equipment 18.2 *Add following new paragraph at the end of Sub-Clause 18.2*
 The insurances shall indemnify

a) the Employer and the Contractor against loss or damage as provided in the details of insurance annexed to these Conditions from the first working day after the Date of Commencement until the date of issue of the Taking Over Certificate in respect of the Works or any sections or a part thereof as the case may be; and

b) the Contractor for his liability

i) during the Defects Notification Period for loss or damage arising from a cause occurring prior to the commencement of Defects Notification Period.

- ii) caused by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Defects Notification Period.

It is the responsibility of the Contractor to notify the insurance company of any changes 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.

20. CLAIMS, DISPUTES AND ARBITRATION

Appointment of Dispute Adjudication Board 20.2 The DAB shall be three-member Board.

Arbitration 20.6 *Sub-Clause 20.6 items a, b and c after third line are deleted and replaced with following wording:*

All disputes arising out of or in connection with the present contract shall be finally settled under the Nairobi Centre for International Arbitration Rules, 2015 (down-loadable from website http://ncia.or.ke/images/downloads/253-NairobiCentreforInternationalArbitration_Mediation_Rules2015.pdf) by three arbitrators appointed in accordance with the said rules.

Further details are:

The Law Governing the Contract	As per Clause 1.4 in COC Part-II
The number of Arbitrators	Three (one for small disputes detailed hereunder)
The Place of Arbitration	Nairobi

4.3 SPECIFICATIONS

**The Specifications are as given in the Background and Preliminary
Information Section**

4.4 DRAWINGS

The Contractor together with his design team will produce/attach their concept drawings that highlight their proposed bridge design.

The winning bidder will produce preliminary and detailed engineering drawings for the Employer's Approval during the course of the project.

4.5 STANDARD FORMS AND SCHEDULES OF SUPPLEMENTARY INFORMATION

STANDARD FORMS AND SCHEDULES OF SUPPLEMENTARY

INFORMATION

- LETTER OF AWARD
- FORM OF AGREEMENT
- FORM OF TENDER SECURITY
- FORM OF PERFORMANCE BANK GUARANTEE

SCHEDULES OF SUPPLEMENTARY INFORMATION

SCHEDULE 1: CONFIDENTIAL BUSINESS QUESTIONNAIRE

SCHEDULE 2: FORM OF WRITTEN POWER OF ATTORNEY

SCHEDULE 3: CERTIFICATE OF BIDDER'S VISIT TO SITE

SCHEDULE 4: MAJOR ITEMS OF CONSTRUCTION PLANT AND EQUIPMENT

SCHEDULE 5: KEY PERSONNEL

SCHEDULE 6: SCHEDULE OF ROADWORKS

SCHEDULE 7: SCHEDULE OF ONGOING PROJECTS

SCHEDULE 8: SCHEDULE OF MATERIALS-BASIC PRICES

SCHEDULE 9: SCHEDULE OF LABOUR- BASIC RATES

SCHEDULE 10: FINANCIAL STANDING

SCHEDULE 11: OTHER SUPPLEMENTARY INFORMATION

SCHEDULE 12: WORK METHODOLOGY

SCHEDULE 13: DECLARATION FORM - DEBARRMENT

SCHEDULE 14: LOCAL CONTENT COMPLIANCE

STANDARD FORMS

- BIDDER INFORMATION SHEET
- JOINT VENTURE INFORMATION SHEET
- HISTORICAL CONTRACT PERFORMANCE
- CONTRACT PERFORMANCE/PENDING LITIGATION
- FINANCIAL SITUATION
- FINANCIAL RESOURCES
- AVERAGE ANNUAL CONSTRUCTION TURNOVER
- GENERAL CONSTRUCTION EXPERIENCE
- SIMILAR CONSTRUCTION EXPERIENCE
- SPECIFIC CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES
- GENERAL DESIGN EXPERIENCE
- SIMILAR DESIGN EXPERIENCE

TECHNICAL OFFER FORMS

- DESIGN PROPOSAL
- CONSTRUCTION METHOD STATEMENT
- PROGRAM AND SCHEDULE
- CASH FLOW PROJECTION
- CONSTRUCTION EQUIPMENT
- PROJECT MANAGEMENT ORGANIZATION
- KEY PERSONNEL
- ENVIRONMENTAL & SOCIAL IMPACT DOCUMENTS
- HEALTH & SAFETY DOCUMENTS
- QUALITY ASSURANCE REQUIREMENTS

LETTER OF AWARD

To: _____

Dear Sirs

RE: CONSTRUCTION OF MAKUPA BRIDGE PROJECT

LETTER OF AWARD

This is to notify you that the Kenya National Highways Authority has accepted your proposal datedfor the construction of Makupa Bridge Project on EPC/Turnkey Projects, FIDIC 1999 basis for the amount Ksh. (Amount Numbers and words), inclusive of 14% VAT.

The aforementioned amount is the Contract Price payable in consideration of the execution and completion of Services as prescribed in the Contract Document. This is based on Conditions of Contract for EPC/Turnkey Projects, FIDIC1999.

In accordance with the provisions of the Contract, the Director (Highway Planning & Design) of Kenya National Highways Authority will be the Employer's Representative for the Contract as provided for under Clause 1.1.2.4 of the Conditions of Contract Part II (Particular Conditions). The Director (Highway Planning & Design) shall appoint a Representative to perform the duties set under Clause 3.1 of the said Conditions of Contract.

The Powers and Authority of the Employer's Representative shall be notified to you in writing.

You are now required to give a formal written unconditional acceptance of this offer and to produce a detailed and resourced Program of Works with superimposed cash flow based on the 18 months period for completion of the Contract, both to be approved by the Director (Highway Planning & Design) of Kenya National Highways Authority, notwithstanding Clause 8.2 and 8.3 of the Conditions of Contract.

This Notification of Award shall lead to conclusion of a contract between the parties, which shall be confirmed through the signing of the Contract Agreement by you and the Employer.

Yours faithfully,

Eng. Peter M. Mundinia
Director General/KeNHA

LETTER OF ACCEPTANCE

FORM OF CONTRACT AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2020 between:

KENYA NATIONAL HIGHWAYS AUTHORITY, a statutory authority established under the Kenya Roads Act, 2007 having its principal offices at Barabara Plaza, Off Airport South Road, Opp. KCAA, P.O. BOX 49712-00100 Nairobi, in the Republic of Kenya (hereinafter called the “*Employer*”) of the one part.

AND

M/s _____ (hereinafter called the “*Contractor*”) of the other part.

WHEREAS the Employer desires that the Works known as *Construction of the Makupa Bridge Project* should be executed by the Contractor, and has accepted a Proposal by the Contractor for the execution and completion of such Work and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - (a) The Contract Agreement;
 - (b) The Letters of Award and Acceptance;
 - (c) Appendix to Tender
 - (d) The FIDIC 1999 Conditions of Contract for EPC/Turnkey Projects (Part-II Particular Conditions);
 - (e) The FIDIC 1999 Conditions of Contract for EPC/Turnkey Projects (Part-I, General Conditions);
 - (f) The Employer's Requirements;
 - (g) The Schedule of Payments;
 - (h) The Contractor's Proposal;
 - (i) Non-Binding Bill of Quantities (for reference only);
 - (j) Specifications
 - (k) The Performance Security.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the design, execution and completion of the Works and the remedying of defects therein the Contract Price at the times and in the manner prescribed by the Contract.

5. The Agreement shall come into full force and effect on the date when Contract Agreement is executed by all Parties.

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

This Agreement is made in English in 5 (five) identical original copies, 3 (three) for the Employer, and 2 (two) for the Contractor.

IN WITNESS WHEREOF the Parties have hereto set their hands the day and year herein before written.

SEALED with the Common Seal of **KENYA NATIONAL HIGHWAYS AUTHORITY**

In the presence of:

1. Director General

.....
(Signature)

2. Director – Highway Planning & Design

.....
(Signature)

Signed for and on behalf of _____ (Contractor)

In the presence of:

.....
(Contractor’s Representative)

.....
(Signature of Witness)

.....
(Name of Witness)

FORM OF TENDER/BID SECURITY

FORM OF BID SECURITY

BID BANK GUARANTEE

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

WHEREAS [*Name of Tenderer*].

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

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

for the **CONSTRUCTION OF THE MAKUPA BRIDGE PROJECT (FIDIC EPC/TURNKEY BASED)**,
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 Director General, Kenya National Highways Authority, (hereinafter called “the Employer”) in the sum of

(in words) KShs.....

.....

(In figures) KShs.....

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

SEALED with the common Seal of the said Bank thisday of20.....
THE CONDITIONS of this obligation are:

1. If the Tenderer withdraws his Bid during the period of bid validity specified by the Tenderer on the Bid Form; or
2. If the Tenderer refuses to accept the correction of errors in his bid; or
3. If the Tenderer 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 Tenderers.

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

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

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Tenderer 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 Tenderer has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed.

AUTHORIZED SIGNATURE OF THE BANK

..... DATE

NAME OF SIGNATORY.....

TITLE OF SIGNATORY

NAME OF THE WITNESS

SIGNATURE OF THE WITNESS DATE

ADDRESS OF THE WITNESS

FORMAT OF ADVANCE PAYMENT GUARANTEE

Format of Advance Payment Guarantee

Brief description of Contract: Construction of the Makupa Bridge Project

Name and address of Beneficiary: Kenya National Highways Authority, Barabara Plaza,

Off Airport South Road, Opp. KCAA, P.O. BOX 49712-00100 Nairobi, Kenya (whom the Contract defines as the Employer).

We have been informed that M/s _____ (hereinafter called the “Principal”) is your contractor under such Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (name of bank) _____ hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of _____ (the “guaranteed amount”, say: _____) upon receipt by us of your demand in writing and your written statement stating:

- (a) that the Principal is in breach of his obligation(s) under the Contract, and
- (b) the respect in which the Principal is in breach.

This guarantee shall become effective upon receipt of the advance payment by the Principal. Such guaranteed amount shall be reduced by % as evidenced by your notices issued under sub-clause 14.6 of the conditions of the Contract. Following receipt (from the Principal) of a copy of each purported notice, we shall promptly notify you of the revised guaranteed amount accordingly.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before the date expires upon _____, when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended.

This guarantee shall be governed by the laws of and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

This guarantee can't be transferable.

Date _____

Signature(s) _____

FORMAT OF PERFORMANCE BANK GUARANTEE

Format of Performance Security

Brief description of Contract: Construction of Makupa Bridge Project

Name and address of Beneficiary: Kenya National Highways Authority, Barabara Plaza,

Off Airport South Road, Opp. KCAA, P.O.BOX 49712-00100 Nairobi, Kenya(whom the Contract defines as the Employer)

We have been informed that _____ - (hereinafter called the “Principal”) is your contractor under such Contract, which requires him to obtain a performance security.

At the request of the Principal, we (name of bank) _____ hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of Kenya Shillings KSh. ____ (the “guarantee amount”, say: Ksh. ____) upon receipt by us of your demand in writing and your written statement stating:

- (a) that the Principal is in breach of his obligation(s) under the Contract, and
- (b) the respect in which the Principal is in breach.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before _____ (the “expiry date”), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the Performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the Performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

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

This guarantee shall be governed by the laws of the Government of Kenya and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

This guarantee can't be transferable.

Date: _____

Signature: _____

SCHEDULE 1: CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

REPUBLIC OF KENYA
CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a). 2(b) or 2(c) whichever applies to your type of business.

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

Part 1 - General:

Business name

.....

Location of business premises

Plot No.Street/Road

Postal Address.....Tel No.

Nature of business.....

.....

Current Trade Licence No.Expiring date

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

Kshs.....

Name of your bankers

Branch.....

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

Part 2(a) - Sole Proprietor:

Your name in full.....

Age.....

NationalityCountry of origin

*Citizenship details

Part 2(b) - Partnership:

Give details of partners as follows:

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

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.....			

Part 2(d)- Interest in the Firm:

Is there any person / persons in the Kenya National Highways Authority (KeNHA),
who has interest in this firm?

135 | Page Yes**

No**

.....

.Date

Signature of Bidder

**Attach proof of citizenship (Certified Copy of National ID or Passport) (Compulsory)*

*** Tick (√) to agree as necessary (Compulsory)*

SCHEDULE 2: FORM OF WRITTEN POWER OF ATTORNEY

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

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

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

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

Alternate:

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

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

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

*To be filled by all Bidders.

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

SCHEDULE 3: DECLARATION OF COMPREHENSIVE KNOWLEDGE OF SCOPE OF WORKS AND NATURE OF SITE

This is to certify that

[Name/s].....

.....

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

.....

...

.....

Has familiarized himself/herself with the scope of works and Site conditions in accordance with the Instructions to bidders and the Tender Notice for purposes of bidding for this road project.

CONSTRUCTION OF THE MAKUPA BRIDGE (FIDIC EPC/ TURNKEY BASED)

Having studied the Tender Documents, and gained knowledge of local conditions on site likely to influence the Design, Works and Cost thereof, I certify that I am satisfied with the description of the Works and understand the scope of Works as specified and as implied in this tender.

.....

.....

(Signed and Stamped authorized Bidders Agent/ Representative)

(Designation)

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

SCHEDULE 4: MAJOR ITEMS OF CONSTRUCTION PLANT AND EQUIPMENT

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

The Bidder shall enter in this schedule all major items of plant and equipment which he proposes to bring to site. Only reliable plant in good working order and suitable for the work required of it shall be shown on this Schedule. Summary of the same shall be entered in Section 3: Qualification Criteria, Part 6.

I certify that the above information is correct.

.....
(Signature of Bidder)

.....
(Date)

SCHEDULE 5: KEY PERSONNEL

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

Note: The Bidder shall list in this schedule the key personnel he will employ from the Contractor’s headquarters and from the Contractor’s site office to direct and execute the work together with their qualifications, experience, position held and nationality in accordance with Clause 6.8 and 6.9 of the Conditions of Contract (where required, use separate sheets to add extra data for column 4). Bidders shall attach copies of academic certificates, and CVs of all key staff.

I certify that the above information is correct.

.....
(Signature of Bidder)

.....
(Date)

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

SCHEDULE 6A: COMPLETED WORKS

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

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

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

.....
(Signature of Bidder)

.....
(Date)

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

SCHEDULE 6B: NON-COMPLETED WORKS BEYOND COMPLETION DATE

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

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

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

.....
(Signature of Bidder)

.....
(Date)

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

SCHEDULE 7: SCHEDULE OF ONGOING PROJECTS

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

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

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

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

.....
(Signature of Bidder)

.....
(Date)

SCHEDULE 8: SCHEDULE OF MATERIALS-BASIC PRICES**(Ref: Clause 13.8 of Conditions of Contract)**

Bidders shall complete the blank section of this schedule only, and shall make no alterations to any item nor insert any additional materials. The prices inserted shall be those prevailing 10 days before submission of Bids and shall be quoted in Kenya shillings using the exchange rates specified in the Bidding Data. The prices shall be supported by bona fide quotations for use as provided in Clause 13.8. In case required to be used at any time in the Contract the Engineer will be at liberty to use the established rate at the prevailing time in case of notable discrepancy (The submitted rates should be the same as those published by KNBS 28 days before submission of the bid applicable within the area of the project)

ITEM NO	DESCRIPTION	NAME OF SUPPLIER	COUNTRY OF ORIGIN	UNIT	RATE	
					KSHS	CTS
1.	Cut-back Bitumen MC 30 in bulk			Litre		
2.	Cut-back Bitumen MC 30 in drums			Litre		
3.	Bitumen 60/70 in bulk			Kg		
4..	Bitumen 60/70 in drums			Kg		
5..	Bitumen Emulsion K1-60 in bulk			Litre		
6.	Bitumen Emulsion K1-60 in drums			Litre		
7.	Petrol, Regular Grade			Litre		
8.	Petrol, Premium/ super Grade			Litre		
9.	Automotive Diesel Fuel			Litre		
10.	Industrial Diesel Oil			Litre		
11.	Industrial Fuel Oil			Litre		
12.	Kerosene Fuel			Litre		
13.	Cement			Tonne		
14.	Flex beam Guardrail			Metre		
15.	Gabion Mesh			M ²		
16.	Reinforcing Steel			Tonne		
17.	Lime			Tonne		

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

The prices inserted above shall be those prevailing 30 days before the submission of Tenders and shall be quoted in Kenya Shillings using the exchange rates specified in the Appendix to Form of Tender.

Prices of imported materials to be quoted CIF Mombasa or Nairobi as appropriate depending on whether materials are imported by the tenderer directly or through a local agent. Transportation costs for imported materials to be quoted from Mombasa or Nairobi as appropriate to (Contract Site) depending on whether materials are imported directly by the tenderer or through a local agent.

SCHEDULE 9: SCHEDULE OF LABOUR- BASIC RATES

(Reference: Clause 13.8 of Conditions of Contract)

The rates inserted in this schedule MAY be those used in determining changes in cost of local labour. Variations in prices will be determined in accordance with Clause 13.8 of the Conditions of Contract.

LABOUR CATEGORY	UNIT (MONTH/SHIFT/HOUR)	RATES

Categories to be generally in accordance with those used by the Kenya Building Construction and Engineering and Allied Trades Workers' Union.

SCHEDULE 10: FINANCIAL STANDING

- 1 Submit copies of audited profit and loss statements, balance sheet and Cash flow statements for the last five calendar years and estimated projection for the next two years with certified English translation where appropriate. These must be signed by Certified Public Accountant recognized by ICPAK and at least one Director.
- 2 Give turnover figures for each of the last five (5) financial years. Quote in millions and decimal thereof.

	Year 2014/15	Year 2015/16	Year 2016/17	Year 2017/18	Year 2018/19
	Ksh. '000,000	Ksh. '000,000	Ksh. '000,000	Ksh. '000,000	Ksh. '000,000
Roadworks					
Other civil Engineering works					
Other (specify)					
Total					

SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST FIVE (5) FINANCIAL YEARS

	Year 2014/15	Year 2015/16	Year 2016/17	Year 2017/18	Year 2018/19
	KShs.	KShs.	KShs.	KShs.	KShs.
1. Total Assets					
2. Current Assets					
3. Bank Credit Line Value					
4. Total Liabilities					
5. Current Liabilities					
6. Net Worth (1-4)					
7. Working capital (2+3-5)					

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

.....

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

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

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

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 5 years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or member of a joint venture or other consortium making up a Bidder, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

SCHEDULE 11: OTHER SUPPLEMENTARY INFORMATION

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

.....

.....

.....

.....

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

.....

.....

.....

.....

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

.....

.....

Information on current litigation in which the Bidder is involved.

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

I certify that the above information is correct.

.....
Date

.....
Signature of Bidder

SCHEDULE 12: WORK METHODOLOGY

Give a brief description of how you intend to carry out the work including traffic management, quality assurance of works and any designs to be carried out by the Bidder, in not less than three (3) pages (typed, font 12 and single spaced). The key areas to be described include program of works; a detailed methodology of executing the works and proposed equipment scheduling/Work statement and a methodology on safety during the construction period.

SCHEDULE 13: DECLARATION FORM

DECLARATION FORM

Date _____

To

The Director General,
 ~ Barabara Plaza, Off Airport South Road, Opp. KCAA,
 Kenya National Highways Authority (KeNHA),
 P.O. Box 49712-00100,
NAIROBI

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)

SCHEDULE 14: LOCAL CONTENT COMPLIANCE

PART A: Details of Local Company(ies) and Works sub-contracted.

Name of Local Company	Authorized Representative	Works/Services to be subcontracted	Estimated percentage of the Value of Works/Services
1....		(i).....	
2....		(ii).....	

PART B: Previous experience of Local Company(ies) in road construction

Starting Month Year	Ending Month Year	Contract Identification and Name Name and Address of the Employer (Include Telephone Number and Email address) Brief Description of Works done by the Local Company	Role of Local Company

STANDARD FORMS

Form ELI – 1.1

Bidder Information Sheet

Each Bidder must fill in this form.

Bidder’s legal name	
In case of joint venture or other consortium, legal name of each member	
Bidder’s country of constitution	
Bidder’s year of constitution	
Bidder’s legal address in country of constitution	
Bidder’s authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or similar documents of constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the Bidder named in above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In the case of joint venture or other consortium, (a) the joint venture or similar documents of constitution and documents of registration of the joint venture or other consortium, or (b) the letter of intent to form the joint venture or other consortium and demonstrating the joint and several liability of all members, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> 4. In the case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.4.</p>	

Form ELI – 1.2

Joint Venture Information Sheet

Each member of a joint venture or other consortium making up the Bidder and each Sub-Contractor must fill in this form.

Joint Venture Information	
Bidder’s legal name	
Joint Venture Member’s or Sub-Contractor’s legal name	
Joint Venture Member’s or Sub-Contractor’s country of constitution	
Joint Venture Member’s or Sub-Contractor’s year of constitution	
Joint Venture Member’s or Sub-Contractor’s legal address in country of constitution	
Joint Venture Member’s or Sub-Contractor’s authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p style="text-align: center;">Attached are copies of the following original documents.</p> <ol style="list-style-type: none"> 1. Note: Each member of the Joint venture, consortium or other unincorporated grouping of two or more persons shall produce a parent company guarantee. The members of the parties involved shall appoint the leader of the Joint venture, consortium or other unincorporated grouping of two or more persons at the time of tendering providing a single point of contact thereafter. 2. Articles of incorporation or similar documents of constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. 3. Authorization to represent the firm named above, in accordance with ITB 5.1. 4. In the case of a government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4 	

Form CON – 2(a)

Historical Contract Performance

Each Bidder or member of a joint venture or other consortium making up a Bidder must fill in this form.

Non-Performing Contracts
<input type="checkbox"/> No non-performance of a contract in accordance with Sub-Factor 2.1 of Section IV (Evaluation and Qualification Criteria)
<u>OR</u>
<input type="checkbox"/> Non-performance of a contract in accordance with Sub-Factor 2.1 of Section IV (Evaluation and Qualification Criteria)
In the event of a non-performing contract, clarify/explain your situation according to Sub-Factor 2.1 of Section IV, Evaluation and Qualification Criteria.
Failure to Sign a Contract
<input type="checkbox"/> No failure to sign a contract in accordance with Sub-Factor 2.2 of Section IV (Evaluation and Qualification Criteria)
OR
<input type="checkbox"/> Failure to sign a contract in accordance with Sub-Factor 2.2 of Section IV (Evaluation and Qualification Criteria)
In the event of failure to sign a contract, clarify/explain your situation according to Sub-Factor 2.2 of Section IV, Evaluation and Qualification Criteria.

Form CON – 2(b)

Contract Performance

Each Bidder or member of a joint venture or other consortium making up a Bidder must fill in this form.

Pending Litigation			
<input type="checkbox"/> No pending litigation <u>OR</u> <input type="checkbox"/> Pending litigation			
Year	Employer Data, Contract Identification and Matter in Dispute	Value of Pending Claim in US\$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

Form FIN – 3.1(a)

Financial Situation

Each Bidder or member of a joint venture or other consortium making up a Bidder must fill in this form.

Financial Data for Previous 5 Years [US\$ Equivalent]				
Year 1:	Year 2:	Year 3:	Year 4:	Year 5:

Information from Balance Sheet

Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					

Information from Income Statement

Total Revenues (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

Form FIN – 3.1(b)

Financial Resources

Each Bidder or member of a joint venture or other consortium making up a Bidder must fill in this form, specifying proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or contracts as indicated in Section III, Evaluation and Qualification Criteria.

No.	Source of Financing	Amount (KES OR ANY OTHER CURRENCY equivalent)
1		
2		
3		

Form FIN – 3.2

Average Annual Construction Turnover

Each Bidder or member of a joint venture or other consortium making up a Bidder must fill in this form.

Annual Turnover Data for the Last 5 Years (Construction only)			
Year	Amount Currency	Exchange Rate	US\$ Equivalent
Average Annual Construction Turnover			

The information supplied should be the annual construction turnover of the Bidder or each member of a joint venture or other consortium making up a Bidder in terms of the amounts billed to clients for each year for work in progress or completed, converted to [KES OR ANY OTHER CURRENCY] at the rate of exchange at the end of the period reported.

Form EXP – 4.1

General Construction Experience

Each Bidder or member of a joint venture or other consortium making up a Bidder must fill in this form.

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

Form EXP – 4.2

Similar Construction Experience

Fill in one (1) form per contract.

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor <input type="checkbox"/> Sub-Contractor
Total Contract Amount	US\$	
If a member of a joint venture or other consortium making up the Bidder or a subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer’s Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Sub-Factor 2.2(a) of Section IV:TEC		

Form EXP – 4.3

Specific Construction Experience in Key Activities

Fill in one (1) form per contract.

Contract with Specific Key Activities		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor <input type="checkbox"/> Sub-Contractor
Total Contract Amount	US\$	
If a member of a joint venture or other consortium making up the Bidder or a subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer’s Name Address Telephone Number Fax Number E-mail		
Description of the key activities in accordance with Sub-Factor 2.2(b) of Section IV:TEC		

Form EXP – 4.4(a)

General Design Experience

Each Bidder or the designated designer of abider that is a joint venture or other consortium must fill in this form.

General Design Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Engineering Designs Developed by the Bidder	Role of Bidder

Form EXP – 4.4(b)

Similar Design Experience

Fill in one (1) form per contract.

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Designer <input type="checkbox"/> Sub-Contractor
Total Contract Amount	US\$	
If a member of a joint venture or other consortium making up the Bidder or a subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer’s Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Sub-Factor 2.3(b) of Section IV:TEC		

TECHNICAL OFFER FORMS

Form TOF – 1.1

Design Proposal

The Bidder shall prepare the following documents that will form the Design Proposal:

- (a) Preliminary Design of all elements of the Works. The Preliminary Design shall comprise engineering reports, drawings, technical specifications and bill of quantities.
- (b) Commentary on the Employer's Requirements, including status of the information available and relevant design issues for the Works, detailing how the critical requirements will be achieved.
- (c) Discussion of how the Bidder proposes to develop the design at key stages, including a commentary on any necessary mapping and/or survey work and the proposed design methodology for key elements of the Works.
- (d) Discussion of how the Bidder proposes to incorporate environmental and social considerations, including the prevention of negative impacts, minimization of resettlement, and inclusion of mitigation measures and health and safety concerns into the design, including proposed methods for coordinating design work with concurrent environmental management plan and resettlement planning documents; e.g. resettlement policy framework or resettlement action plan (if required) development.¹
- (e) Name, qualifications, and particulars of the Design Partner and designers in charge of the design of the Works.
- (f) Proposed names of suppliers and details for all essential equipment items, including but not limited to such items as **[insert list as may be appropriate]**. Manufacturers' brochures and details of the main items and equipment, especially those listed above, and indication of availability when needed in the general project timeframe, respectively, shall accompany specifications.
- (g) Comments on any errors or defects noted in the Employer's Requirements, along with details of any exceptions taken from the Employer's Requirements. However, pursuant to Clause 5.1, the Employer will not be responsible for any error, inaccuracy or omission of any kind in the Employers requirements.
- (h) **[Insert anything else, as may be appropriate.]**

¹ For the avoidance of doubt, resettlement of any persons pursuant to the resettlement action plan shall be the responsibility of the Employer.

Form TOF – 1.2

Construction Method Statement

Each Bidder shall set out details of the Method Statement for the Works to demonstrate how it will meet the Employer’s objective and requirements. At a minimum, the Method Statement shall address the following:

- (a) Details of the arrangements and methods which the Bidder proposes to adopt for the design and construction of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the APPENDIX TO TENDER.
- (b) Outline of the arrangements, which the Bidder proposes to adopt to manage coordination of Site access.
- (c) Commentary on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints.
- (d) Commentary on any offshore or waterfront aspects of the Works.
- (e) Commentary on logistics and traffic management [as may be appropriate].
- (f) Outline of the arrangements, which the Bidder proposes to adopt to ensure compliance with the Employer’s Requirements.
- (g) Outline of the arrangements, which the Bidder proposes for testing upon completion as called for in the Employer’s Requirements.
- (h) Outline of arrangements, which the Bidder proposes for conducting training as specified in the Employer’s Requirements.
- (i) Outline of arrangements for handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any additional matters.
- (j) Outline the quality assurance plans and quality controls, including the teams to be involved.
- (k) [Insert anything else, as may be appropriate.]

Form TOF – 1.3

Program and Schedule

Each Bidder shall set out a detailed Program and Schedule for design and construction of the Works to be undertaken, including estimated start and finish dates for individual components and identification of major milestones and critical path. The proposed Program and Schedule shall be developed according to Employer’s Requirements and shall address the following:

- (a) Details of the proposed schedule for design of the Works, including the submission of design documents, review, and approval of the design by the Engineer.
- (b) Details of the proposed schedule for permitting processes that may be necessary in order to commence the Works, including the preparation of required studies, supporting information, and applications.
- (c) Details of the proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart showing notably the critical path.
- (d) Details of the proposed timeline for the testing, commissioning and handing over of the completed Works.
- (e) **[Other proposed measures as may be appropriate].**

Form TOF – 1.4

Cash Flow Projection

Each Bidder shall set out details of the Cash Flow Projection indicating quarterly projected expenditure throughout the duration of the Contract, **both the percent of the Accepted Contract Amount and the cumulative percentage of the Accepted Contract Amount per month.** The Cash Flow Projection shall address the following, taking into consideration payment of the Advance Payment, amortization of the Advance Payment, withholding of the Retention, and release of the Retention:

- (a) The periodic payments by milestones for the design and construction of the Works.
- (b) [The periodic payments based on measurement for the construction of the Works, as applicable.]²
- (c) [If there are multiple lots or sections, add as may be appropriate.]

² Include (b) in the event that, in addition to the Schedule of Prices, there is one or more Bill(s) of Quantities and measurement of some or all of the quantities of the Works.

Form TOF – 1.5

Construction Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Form TOF – 1.6 (a)

Project Management Organization

The Bidder shall set out details of the Project Management Organization, together with identification and Curriculum Vitae (“CV”) for each key member for each component of the Project.

CVs are provided for the key personnel for the following positions, using the forms provided in Form EXP 5.1 for that purpose:

No.	Position	Total Related Work Similar Experience (years)	Experience in Similar Designs and/or Works(years)
1			
2			
3			
4			
5			

In particular, the Bidder must provide the names and particulars of the individuals from the proposed design partner to prepare the design of the Works.

In addition, the Bidder shall provide the following information:

- (a) organizational chart showing lines of communications as well as communications plan for managing communications with key stakeholders;
- (b) plans for subcontracting any parts of the Works and the services to be carried out or the Plant and Equipment to be provided by subcontractors;
- (c) Data management plan in accordance with the Employer’s Requirements, describing the proposed system for storing, indexing, and accessing data such as correspondence, meeting minutes, reports, drawings, etc.

Form TOF – 1.6(b)

Key Personnel

CURRICULUM VITAE (CV)

Key personnel to be designated for the project taking into consideration the estimated scope and commencement period

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained} _____

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

The applicant shall submit the following:

- Proposed organization chart
- CV for proposed Engineering Staff (i.e., Project Manager, Site Agent, etc...)

[All CVs of Key Personnel must be signed and dated by them during the Bid preparation period.]

Form TOF – 1.7

Environmental & Social Impact Documents

The Bidder shall provide the documents below to show that it has in place sufficient environmental and social documents and awareness to be able to perform responsibilities in accordance with the National Environment Management Authority (NEMA) Environmental Guidelines and the Employer’s Country’s Environmental Laws.

The successful Bidder will be required to design and carry out the Works in accordance with NEMA Environmental Guidelines, including social and resettlement guidance, Kenyan Laws on Gender Policy, and environmental requirements of the Employer’s Government as well as the Site-specific Environmental Management Plan (“EMP”), to be prepared by it following Contract award, and approved by the Engineer, on the basis of the Employer’s EMP provided in Section IX. The Bidder shall demonstrate in a narrative section of its Technical Offer that it possesses a high level of Environmental and Social (“E&S”) management expertise and can successfully manage the E&S risks associated with the implementation of the proposed Works, as follows:

- (a) Provide examples of Site-specific E&S management plans developed by the Bidder for similar work over the last five (5) years;
- (b) Provide examples of project-specific environmental management specifications developed by the bidder for similar work over the last five (5) years;
- (c) Demonstrate a successful record implementing effective E&S mitigation measures on similar projects over the last five (5) years;
- (d) Describe proposed E&S staffing, roles and responsibilities, and management structure;
- (e) Describe the proposed approach to managing E&S impacts during implementation of this project, including a description of the mitigation measures that will be used and international E&S standards that may be applicable; provide enough detail to demonstrate an understanding of the critical E&S issues related to the project; and
- (f) Provide two (2) references regarding the Bidder’s development of Site-specific EMPs and successful implementation of E&S mitigation measures.

Form TOF – 1.8

Health & Safety Documents

The Bidder shall provide the documents below to show that it has in place sufficient safety policy documents and safety awareness to be able to perform their responsibilities in a safe and competent manner.

The successful Bidder will be required to design and carry out the Works in accordance with the Site-specific Health and Safety Plan to be developed by it following Contract award, and approved by the Engineer, based on the Employer’s Requirements provided in Section IX.

The Bidder shall demonstrate in a narrative section of its Technical Offer that it possesses a high level of Health and Safety (“H&S”) management expertise and can successfully manage the H&S risks related to the implementation of the Works. To demonstrate, the Bidder shall provide the following:

- (a) Provide examples of H&S management plans developed by the Bidder for similar work over the last five (5) years;
- (b) Demonstrate a successful record implementing effective H&S mitigation measures on similar projects over the last five (5) years;
- (c) Describe proposed H&S staffing, roles and responsibilities, and management structure;
- (d) Describe the proposed approach to managing H&S impacts during implementation of the Works, including a summary of mitigation measures that will be used and international H&S standards that may be applicable; provide enough detail to demonstrate an understanding of the critical H&S issues related to the project; and
- (e) Provide two (2) references regarding the Bidder’s development of H&S plans and successful implementation of H&S mitigation measures.

Form TOF – 1.9

QUALITY ASSURANCE REQUIREMENTS

Quality Management System, describing the basis and operation of the proposed Quality Management System, including management reviews, procedural audits, checking, procedures for monitoring, reporting and dealing with nonconformities, corrective actions, and feedback an

SECTION V - FINANCIAL PROPOSAL

Table of Contents

- 5.1 FORM OF BID/TENDER
- 5.2 APPENDIX TO FORM OF TENDER
- 5.3 BILLS OF QUANTITIES

5.1

FORM OF BID

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

NAME OF CONTRACT: **CONSTRUCTION OF THE MAKUPA BRIDGE PROJECT
(FIDIC EPC/TURNKEY BASED)**

CONTRACT No. KeNHA/2318/2020

TO: The Director General,
Kenya National Highways Authority,
P.O. Boxc 49712 – 00100,
NAIROBI, KENYA

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

(Insert amount in words)

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

(Insert amount in figures).....

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

We undertake, if our bid is accepted, to commence the works within twenty-eight (28) days of receipt of the Engineer’s order to commence, and to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix to Bid.

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.

We agree to abide by this bid for the period of one hundred and twenty (120) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive.

On the basis of our previous experience we are fully experienced and competent in the type of work included in this tender and we have adequate financial resources to carry out the works described within the period for completion. We are in a position to fulfil the contract for which we have tendered.

Dated this Day of 20

Signature.....in the capacity of

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

.....

(Address of Tenderer).....

(Name of Witness).....

(Signature of Witness).....

(Address of Witness).....

(Occupation of Witness).....

5.2 APPENDIX TO FORM OF BID/TENDER
(This appendix forms part of the tender)

CONDITIONS OF CONTRACT	CLAUSE	REMARK
Law and Languages	1.4	Laws of the Republic of Kenya; English
Currency of the Contract	14.1 & 14.15	Kenya Shillings
Bid Security		Kshs. 100,000,000.00
Amount of Performance Security (Unconditional Bank Guarantee)	4.2	10% of the Contract Price stated in the Contract. In form of an unconditional Bank Guarantee acceptable to the Employer.
Program to be submitted		Before issuance of Order to Commence
Schedule of payment to be submitted	8.3 & 14.4	Before issuance of Order to Commence
Issuance of Insurance	18.1 & 18.2	Within 14 days after commencement
Period for Commencement, from Employer's Representative's order to Commence	1.1.3.2 & 8.1	28 days
Time for completion	1.1.3.3	18 (eighteen) months
Amount of liquidated damages	8.7	0.025% of the Contract Price per day.
Limit of liquidated damages	8.7	5% of Contract Value
Defects Notification period	11.9	24 (twenty four) calendar months
Payment & Limit of Retention Money	14.3 & 14.9	5% of Contract Price in form of a Retention Money Guarantee
Time within which payment to be made after Interim Payment Certificate signed by Engineer	14.7	90 days
Time within which payment to be made after Final Payment Certificate signed by Engineer	14.7	90 days
Amount of Advance	14.3	Up to 10% of the Contract Price
Advance Payment Security	14.3	Up to 10% of the Contract Price in the form of Unconditional Bank Guarantee
Appointment of a Dispute Adjudication Board	20	The Chartered Institute of Arbitrators (Kenya)
Notice to Employer and Engineer		The Employers address is: Director General, Kenya National Highways Authority P.O. Box 49712- 00100 <u>NAIROBI</u> The Employer's representative's address is: The Director (Highway Planning & Design) Kenya National Highways Authority P.O. Box 49712- 00100 <u>NAIROBI</u>

Signature of Tenderer Date

CONDITIONS OF CONTRACT	AMOUNT/DESCRIPTION	CONDITIONS OF CONTRACT CLAUSE
Approximate Weightings for Price Adjustment Formula	See Table A below	13.7 and 13.8
Weightings and Indices	Where necessary, in the table B below, bidders shall (a) indicate their amounts of local currency payment, (b) indicate their proposed source and base values of indices for the different foreign currency elements of cost, (c) derive their proposed weightings for local and foreign currency payment as indicated in table B below, and (d) list the exchange rates used in the currency conversion	13.7 and 13.8

Table A Approximate Weightings for Price Adjustment

<i>Description of Index</i>	<i>% Range of Weightings^a</i>
Fixed (“A”)	8
Labour	8 – 12
Fuels and Lubricants	12 – 22
Equipment and Spares	35 – 40
Cement	8 – 12
Reinforcement and Steel products	1 – 3
Explosives	1 – 5
Bitumen and Bituminous products	15 - 25
Total	100

NOTE: ^a Denotes that this should be used as guidance to bidders and for purpose of checking their submissions, the Employer has estimated and provided a range of acceptable weightings for related major construction inputs in accordance with the potential range of construction methodologies, based on estimated cost in a common currency.

Table B Local Currency

<i>Index Code</i>	<i>Index Description</i>	<i>Source of Index</i>	<i>Base value and date</i>	<i>Bidder’s related currency amount</i>	<i>Bidder’s proposed weighting</i>
	Non adjustable	_____	_____	_____	A: _____ b: _____ c: _____ d: _____
Total					1.00

Signature of Bidder.....Date

5.3 BILLS OF QUANTITIES

Non-Binding Bill of Quantities (for reference only)

Contractor to prepare breakdown of Contract Sum including all the Prime Cost (PC) sums and items listed in sections 3.1 and 3.2 of the Employer's requirements.

Notes for preparing Bills of Quantities by the tenderer

4.5.1 The objectives of the Bills of Quantities are:-

- (a) to provide sufficient information on the quantities of Works to be performed
- (b) when a Contract has been entered into, for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of costs. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

The Bills of Quantities should be divided generally into the following sections:

a) Preliminaries

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the contractor's obligations should be included in the Contract's rates.

(b) Work Items

(i) The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to difference methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.

(ii) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for building, shrinkage or waste. Quantities should be rounded up or down where appropriate

(iii) The following units of measurement and abbreviations are recommended for use.

Unit	Abbreviation	Unit	Abbreviation
Cubic meter	M3 or cu m	Millimeter	Mm
Hectare	Ha	Month	Mon
Hour	H	Number	Nr
Kilogram	Kg	Square meter	M2 or sq m
Lump sum	Sum	Square millimeter	Mm2 or sq mm
Meter	m	week	Wk
Metric ton (1,000 kg)			

(iv) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavation surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

(c) Day work Schedule

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the tenderers, the Day work Schedule should normally comprise:

- (i) a list of various classes of labour, and materials for which basic Daywork rates or prices are inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Daywork basis; and
- (ii) a percentage entered by the tenderer against each basic Daywork Subtotal amount for labour, materials and plant representing the Contractor’s profit, overheads, supervision and other charges.

(d) Provisional Quantities and Sums

(i) Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific “Provisional Quantities” or “Provisional Items” in the Bill of Quantities, and not by increasing the quantities for that item or class of Work beyond those of the work covered above, a general provision for physical contingencies (quantity overruns) should be made by Bill of Quantities. Similarly, a contingency allowance for possible price increase should be provided as a “Provisional Sum” in the Summary of the Bill of Quantities. The inclusion of such provisional sums often facilities request periodic supplementary approvals as the future need arise.

(ii) Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialized Works should be included as a section of the main Bills of Quantities priced by the Main Contractor. The Main Contractor should be required to indicate the name(s) of the specialized firms he proposes to engage to carry out the specialized Works by statutory authorities should be included in the Bills of Quantities.

(e) **Summary**

The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Daywork, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

CONTRACTOR’S PROPOSED SCHEDULE OF PAYMENTS

(To be filled by the bidder and will be subject to negotiation and agreement by the Employer.)

REF	CERTIFICATE DESCRIPTION	PERCENT OF CONTRACT PRICE	CONDITIONS FOR SUBMISSION/MILESTONES
1	Advance Payment	10%	
2	First Payment	
3			
4			
5	N th payment		All Works Completed as per the Contract

NOTE:

The Advance Payment shall be repaid through proportional deductions in the interim payments. The Contractor shall ensure that the Advance Payment Guarantee is valid and enforceable until the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor.

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20.....

REQUEST FOR REVIEW

I/We.....the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement
Administrative Review Board to review the whole/part of the above mentioned decision on the following
grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary