



Kenya National Highways Authority

Quality Highways, Better Connections

Barabara Plaza, Block A & C, Jomo Kenyatta International Airport (JKIA), Off Airport South Road, along Mazao Road,
P.O Box 49712 - 00100 Nairobi, Tel 020 - 4954000 / 0700 423 606 Email dg@kenha.co.ke / Website www.kenha.co.ke

REF : KeNHA/R1/244/2021

DATE: 30th December, 2021

TO : ALL BIDDERS

**PERFORMANCE BASED CONTRACT FOR THE MAINTENANCE OF RONGO -
HOMA BAY (B3) ROAD**

SUBJECT: ADDENDUM NO. 3

Reference is made to the tender notice published on MYGOV for RACM 3rd Quarter Tenders FY 2021/2022.

Pursuant to the provisions of Clause 10 of the Tendering procedures and Instructions to Tenderers, the following amendment has been made to the Bid Documents.

SECTION V - TENDERING FORMS: APPENDIX TO FORM OF TENDER

- Amend performance security amount by replacing pages 71 & 72 with the attached.

All other requirements of the tender shall remain the same.

Joseph Kimaru

FOR: DIRECTOR GENERAL

Encl.

ADDENDUM NO.2
APPENDIX TO FORM OF TENDER

(This appendix forms part of the bid)

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT/DESCRIPTION
Bid Security (Bank Guarantee Only)		Duly filled Tender Securing declaration form
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	1% of Tender Sum in the form of Unconditional Bank Guarantee
Program to be submitted	14.1	Not later than Fourteen (14) days after issuance of Order to Commence in the format Prescribed in the Tender Document
Cash flow estimate to be submitted	14.3	Not later than Fourteen (14) days after issuance of Order to Commence
Minimum amount of Contractor's All risk Insurance	23.2	Contract Price
Period for commencement, from Engineer's order to commence	41.1	14 days
Time for completion of Instructed works	43.1	<u>Eighteen (18) months</u>
Contract Period	43.1	Thirty-six (36) months
Defects Liability period for Works	49.1	Eighteen (18) months
Period of Contract Validity	60	From contract signing up to the date of settlement of the agreed final statement issued pursuant to clause 60.6.
Advance Payment	60.12	The Employer MAY pay up to a maximum of 10% of Contract Sum subject to availability of funds.
Advance Payment Security	60.12	Full amount of the advance in the form of Unconditional Bank Guarantee (Insurance bonds shall not be accepted)
Amount of liquidated damages	47.1	0.1% of Contract Price per day
Limit of liquidated damages	47.1	5% of Contract Price
Damages for not attending to excavated potholes within 48 hours of excavation	47.1(b)	KShs. 50, 000 per month per pothole
Percentage of Retention	60.3	5% of Interim Payment Certificate
Limit of Retention Money	60.3	5% of Contract Price
Minimum amount of interim certificates	60.2	(Monthly PBC Amount)
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60.10	90 days
Time within which payment to be made after Final Payment Certificate signed by Engineer	60.10	90 days
Appointer of Adjudicator	67.3	The Chartered Institute of Arbitrators (Kenya)

29/12/2021

ADDENDUM NO.2

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT/DESCRIPTION
Notice to Employer and Engineer	68.2	<p>The Employers address is: The Director General, Kenya National Highways Authority (KeNHA), P.O. Box 49712 - 00100 <u>NAIROBI</u></p>
	68.4	<p>The Engineer's address is: The Director, Road Asset & Corridor Management Kenya National Highways Authority (KeNHA), P.O. Box 49712 - 00100 <u>NAIROBI</u></p> <p>The Contractor address is:</p> <p>Name.....</p> <p>P.O Box.....</p> <p>City/Town.....</p> <p>Email.....</p> <p>Telephone.....</p>



29/12/2021