



TENDER DOCUMENT FOR

**PROPOSED RECARPETING OF RUNWAY 17/35
INCLUDING MANDATORY MARKING- MALINDI AIRPORT**

TENDER No KAA/OT/MLD/0090/2019-2020

March 2020

**MANAGING DIRECTOR
KENYA AIRPORTS AUTHORITY
P.O. BOX 19001 – 00501
NAIROBI**

**GENERAL MANAGER (P&ES)
KENYA AIRPORTS AUTHORITY
P.O. BOX 19001 – 00501
NAIROBI**

SECTION I - INVITATION FOR TENDERS

Tender No.: KAA/OT/MLD/0090/2019-2020

Date; 17th March 2020

Tender Name: **RECARPETING OF RUNWAY 17/35 INCLUDING MANDATORY MARKING – MALINDI AIRPORT**

- I.1 Kenya Airports Authority invites you to submit sealed bid online for the **RECARPETING OF RUNWAY 17/35 INCLUDING MANDATORY MARKING – MALINDI AIRPORT**
- I.2 Interested eligible candidates may obtain further information and inspect tender documents at the office of the General Manager (Procurement & Logistics), 2nd Floor, Kenya Airports Authority Headquarters complex, P. O. Box 19001-00501 Nairobi, during normal working hours.
- I.3 A complete set of Tender documents are downloadable from the KAA supplier login screen using the link <https://suppliers.kaa.go.ke/irj/portal>.
- I.4 Upon accessing the tender documents, interested bidders shall respond to the tender online using the following link <https://suppliers.kaa.go.ke/irj/portal>. For interested bidders who are not in KAA system and therefore does not have login credentials should contact KAA procurement through email: tenders@kaa.go.ke for login credentials early enough and not later than 10 days before tender closing date.
- I.5 All Prices quoted should be inclusive of all costs and taxes and must be in Kenya shillings and shall remain valid for 120 days from the closing date of Tender.
- I.6 Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login screen (Cfolder under technical Rfx Response). A step by step manual is available for downloading using the link <https://www.kaa.go.ke/wp-content/uploads/2018/04/KAA-RFX-QUOTATION-ONLINE-RESPONSE-MANUAL.pdf>
- I.7 The tender shall be submitted online on or before **8th April 2020 at 11.00 am**. Late bids shall be rejected.
- I.8 Tenders will be opened online immediately thereafter in the presence of the candidates or their representatives who choose to attend at the

Conference Room, 1st Floor, Kenya Airports Authority Headquarters complex building

- 1.9 A Pre-bid meeting will be held on **26th March, 2020** at 10.00am at Malindi International Airport - Malindi.
- 2.0 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website <https://kaa.go.ke/corporate/procurement/portal>. All bidders are advised to regularly check the website during the bidding period.

**GENERAL MANAGER,
PROCUREMENT & LOGISTICS
FOR: MANAGING DIRECTOR/CEO**

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SECTION II - INSTRUCTION TO TENDERERS

Note: The tenderer must comply with the following conditions and instructions and failure to do so is liable to result in rejection of the tender.

GENERAL

I. Definitions

- (a) “Tenderer” means any persons, partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- (b) “Approved tenderer” means the tenderer who is approved by the Employer
- (c) Any noun or adjective derived from the word “tender” shall be read and construed to mean the corresponding form of the noun or adjective “bid”. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid.”
- (d) “Employer” means a Central Government Ministry, Local Authority, State Corporation or any other Public Institution.

2. Eligibility and Qualification Requirements

2.1 Eligibility requirements

This invitation to tender is open to all tenderers who are qualified as stated in the appendix.

2.2 Qualification Requirements

To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1. above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during prequalification:-

- (a) Details of experience and past performance of the tenderer on the works of a similar nature and details of current work on hand and other contractual commitments.
- (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
- (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a

schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.

(d) Details of sub-contractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Condition of Contract.

(e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.

(f) Details of any current litigation or arbitration proceedings in which the tenderer is involved as one of the parties.

2.3 Joint Ventures

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, the Form of Agreement, shall be signed so as to be legally binding on all partners

(b) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners

(c) The partner in charge shall be authorized to incur liabilities and receive instructions for an on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.

(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 under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender)

(e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3. Cost of Tendering

(a) The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

(b) The price to be charged for the tender document shall not exceed N/A

(c) The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

4. Site Visit

- 4.1. The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility
- 4.2. The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.
- 4.3. The Employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site. Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

Each tenderer shall complete the Certificate of Tenderer's Visit to the Site, whether he in fact visits the Site at the time of the organized site visit or by himself at some other time.

TENDER DOCUMENTS

5. Tender Documents

- 5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.
 - a. Form of Invitation for Tenders
 - b. Instructions to Tenderers
 - c. Form of Tender
 - d. Appendix to Form of Tender
 - e. Form of Tender Surety
 - f. Statement of Foreign Currency Requirements
 - g. Tender and Confidential Business Questionnaires
 - h. Details of Sub contractors
 - i. Schedules of Supplementary Information
 - j. General Conditions of Contract – Part I
 - k. Conditions of Particular Application – Part II
 - l. Specifications
 - m. Bills of Quantities
 - n. Drawings
 - o. Declaration Form

5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.

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

6. Inquiries by tenderers

6.1 A tenderer making an inquiry relating to the tender document may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.

6.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

7. Amendment of Tender Documents

7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.

7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.

7.3 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

PREPARATION OF TENDERS

8. Language of Tender

8.1 The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the tenderer with the tender 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 tender, the English language shall prevail.

9. Documents Comprising the Tender

- 9.1 The tender to be prepared by the tenderer shall comprise:
- (a) The Form of Tender and Appendix thereto,
 - (b) A Tender Security
 - (c) The Priced Bills of Quantities and Schedules
 - (d) The information on eligibility and qualification
 - (e) Any other materials required to be completed and submitted in accordance with the Instructions to Tenderers.

The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of clause 13.2 regarding the alternative forms of Tender Surety].

10. Tender Prices

- 10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialled by the person or persons signing the tender.
- 10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not. Items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the Work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause prior to the deadline for submission of tenders, shall be included in the rates and prices and the total Tender Price submitted by the tenderer.

Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction.

Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.

- 10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices[V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.
- 10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of basic unit rates for the supply of items listed in the Conditions of Contract clause 70 where appropriate. The Employer may require the tenderer to justify such rates so obtained from the suppliers or manufacturers.
- 10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the Provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 70 of the Conditions of Contract Part II.
- 10.6 Contract price variations shall not be allowed within the first 12 months of the contract.
- 10.7 Where quantity contract variation is allowed, the variation shall not exceed 15% of the original contract quantity.
- 10.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

11. Currencies of Tender and Payment

- 11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.
- 11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.

- 11.3 The rate or the rates of exchange used for pricing the tender shall be the selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.
- 11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

12. Tender Validity

- 12.1 The tender shall remain valid and open for acceptance for a period of sixty (60) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13. Tender Security

- 13.1 The tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.
- 13.2 The tender security shall not exceed 2 percent of the tender price.
- 13.3 The Tender Security shall be valid at least thirty (30) days beyond the tender validity period.
- 13.4 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.
- 13.5 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible as but not later than twenty eight (28) days after expiration of the tender validity period. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.
- 13.6 The Tender Surety may be forfeited:
- a) If a tenderer withdraws his tender during the period of tender validity:
or
 - b) In the case of a successful tenderer, if he fails, within the specified time limit
 - i. To sign the Agreement, or
 - ii. To furnish the necessary Performance Security
 - c) If a tenderer does not accept the correction of his tender price pursuant to clause 23.

14. No Alternative Offers

- 14.1 The tenderer shall submit an offer which complies fully with the requirements of the tender documents unless otherwise provided for in the appendix.

Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.

- 14.2 The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price. Any tenderer who fails to comply with this clause will be disqualified.

15. Pre-tender Meeting

- 15.1 If a pre-tender meeting is convened, the tenderer's designated representative is invited to attend at the venue and time in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 15.2 The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven (7) days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

- (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in – Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.
- (b) Nonattendance at the pre-bid meeting will not be cause for disqualification of a bidder.

16. Format and Signing of Tenders

- 16.1 The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set "ORIGINAL" and the other "COPY".
- 16.2 The copy of the tender and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to

sign on behalf of the tenderer. All pages of the tender where amendments have been made shall be initialled by the person or persons signing the tender.

- 16.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

SUBMISSION OF TENDERS

17. Sealing and Marking of Tenders

- 17.1 The tenderer shall seal the original and copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer separate envelope.
- 17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.
- 17.3 The inner envelopes shall each indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 17.4 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 tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

18. Deadline for Submission of Tenders

- 18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause 7.4, 18.2 and 18.3.

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

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

- 18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

19. Modification and Withdrawal of Tenders

- 19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.
- 19.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.
- 19.5 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the period of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

TENDER OPENING AND EVALUATION

20. Tender Opening

- 20.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 20.4 The Employer shall prepare minutes of the tender opening including the information disclosed to those present.

- 20.5 Tenders not opened and read out at the tender opening shall not be considered further for evaluation, irrespective of the circumstances.

21. Process to be Confidential

- 21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.
- 21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

22. Clarification of Tenders

- 22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.
- 22.2 No tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

23. Determination of Responsiveness

- 23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.

- 23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.
- 23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24. Correction of Errors

Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.
- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected builder's work (i.e. corrected tender sum less Prime Cost and Provisional Sums).
- (e) The Error Correction Factor shall be applied to all builder's work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuations of variations.
- (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.

25. Conversion to Single Currency

- 25.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty one (21) days before the final date for the submission of tenders.
- 25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Dayworks where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

26. Evaluation and Comparison of Tenders

- 26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.
- 26.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- a. Making any correction for errors pursuant to clause 24.
 - b. Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.
- 26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do

not sub-contract work valued at more than 50% of the Contract Price excluding provisional sums to a non-indigenous sub-contractor.

- 26.7 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 26.8 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 26.9 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 26.10 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- 26.11 Poor past performance shall not be used as an evaluation criteria unless specifically provided for in the appendix.

AWARD OF CONTRACT

27. Award Criteria

- 27.1 Subject to Sub-clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works as required in Sub-clause 2.1 and 2.2 here above.
- 27.2 The Employer reserves the right to accept or reject any tender, and to annual the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

28. Notification of Award

- 28.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 28.2 At the same time that the Employer notifies the successful tenderer that his tender has been accepted, the Employer shall notify the other tenderers that the tenders have been unsuccessful.

- 28.3 Within fourteen [14] days of receipt of the Form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.
- 28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

29. Performance Guarantee

- 29.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in the amount stated in the Appendix to Instructions to Tenderers and in the format stipulated in the Conditions of Contract.
- 29.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 60(5) of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.
- 29.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract. The Employer may award the Contract to the next ranked tenderer.

30. Advance Payment

An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 60(1) of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a Bank located in the Republic of Kenya, or a foreign Bank through a correspondent Bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

31. Corrupt or fraudulent practices

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes on the Appendix to Instructions to Tenderers

The following appendix to instructions to tenderers shall complement or amend the provisions of the instructions to tenderers (Section II). Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

The evaluation criteria will be based on the instructions to tenderers and this appendix to the instructions to tenderers.

CLAUSE

I Definitions

- (d) "Employer" means Kenya Airports Authority a body corporate established under CAP 395 of the Laws of Kenya represented by the Managing Director/CEO.

2 Eligibility and Qualification Requirement

2.1 Eligibility requirements

This invitation to tender is open to **CITIZEN CONTRACTORS** in accordance **PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015**.

2.2 Qualification Requirements

- (a)Mandatory Qualification Requirement.

Bidders must submit the following documents.

No	Requirement	
1	Copy of certificate of Registration/Incorporation or partnership deed to show that the applicant is a registered company and legally authorized to do business in Kenya.	Must Meet
2	A valid and current KRA tax compliance certificate.	Must Meet
3	Signed certificate of Tenderer's Visit to the Site.	Must Meet
4	Copy of valid registration certificate issued by the National Construction Authority (NCA) for category NCA1-NCA4 for civil works category. The registration certificate Must be accompanied by a Valid NCA practicing license.	Must Meet
5	Copies of the following documents as proof of access to liquid assets of not less than Kshs.60 Million or capacity to	Must Meet

	<p>have a minimum cash flow of Kshs 60 million. This shall be evidenced by any of the following:</p> <ol style="list-style-type: none"> 1. Letter of line of credit from approved financial institution specific to this project and indicating the amount available. 2. Overdraft facility from a commercial bank specifically for this project and indicating the amount to be availed. 3. Current bank statement for the last three months 4. Or a combination of the above 	
6	<p>Tender Security amounting to Ksh.1,500,000.00 in the prescribed format valid for 150 days from the tender opening date.</p> <p>Bidders will be required to submit an original tender physically to the office of the General Manager, Procurement and Logistics department, KAA Headquarters on or before the closing/opening date. A copy of the tender security shall be submitted online with the tender document.</p>	Must Meet
7	<p>A written power of Attorney authorizing the signatory of the tender to commit the Tenderer certified by a commissioner for oath. This requirement is not applicable to sole proprietorships.</p>	Must Meet
8	<p>Duly filled Confidential Business Questionnaire form.</p>	Must Meet
9	<p>Copy of CR 12. Where one or more of the shareholders is a company (Beneficial Ownership), the CR12 or equivalent from country of origin of such a company shall be provided.</p> <p>However, where the CR12 of the beneficial shareholders is not available, as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract.</p> <p>This requirement is not applicable to sole proprietorships and partnerships registered under Business Names. Provide copy of CR12 or equivalent from country of origin (in case of joint venture with a foreign company), providing a list of directors and shareholding status.</p>	Must Meet
10	<p>Duly filled Self Declaration Form</p>	Must Meet
13	<p>Copy of Valid Business Permit with License Number</p>	Must Meet
14	<p>Duly filled and signed form of tender</p>	Must Meet
15	<p>Duly filled and signed appendix to the form of tender.</p>	Must Meet
16.	<p>Duly filled and signed Tender questionnaire</p>	Must Meet

NOTE: Tenderers who will not meet ANY of the above mandatory requirements will not be evaluated further.

(b) Technical Qualification Requirement.

1	<p>Proof of two (2) similar works (roads or runway pavements asphalt concrete milling and resurfacing) within the last 5 years (from 2015 to 2019) with an average of not less than Ksh.150 Million evidence by;</p> <ul style="list-style-type: none"> • Copy of Defects Liability Certificates; or • Copy of completion certificate; or • Interim payment certificate of not less than 70% value of the contract; or • Signed contract agreement. 	Must Meet
2	<p>Equipment and Machinery Must demonstrate access to the following key minimum equipment (invoices, receipts, leased or hired-all) necessary to undertake the work;</p> <ul style="list-style-type: none"> a) 5 No. Tipper trucks – ≥15 Tonnes b) 2 No. Pneumatic Tyred Roller – ≥15 Tonnes (for AC works) c) 2 No. Vibrating Drum Roller – ≥16 Tonnes d) 2 No. AC Paver with automatic level sensors minimum width of paver finisher 9m. e) 2No. Mechanical broom f) 1No. Milling Machine g) 2 No. Portable Air compressor 250 CFM h) 1 No. Truck Mounted bitumen pressure distributors →≥ 4,500 Litres i) 1 No. Wheel Loader – CAT 950G or equivalent j) 3 No. Portable Lighting 9m tower generators with minimum 4 lights k) Computerized hot mix plant (Batch Mix) l) Mechanized runway marking and painting equipment <p>Notes</p> <ul style="list-style-type: none"> • If to be leased from a government department a letter written to KAA Managing Director/ CEO indicating that the department shall avail the equipment upon award of the tender. • If equipment is owned, must provide CLEAR copies of log book or proof of ownership; • If equipment is hired or leased, provide a copy of a written agreement to lease between lessee and lessor 	Must Meet

	<p>indicating list of equipment and their corresponding log books or proof of ownership by lessor.</p> <ul style="list-style-type: none"> • The equipment listed shall be available on site when required. 	
3	<p>Work methodology</p> <ul style="list-style-type: none"> • Adequate work methodology 	Must Meet
4	<p>Work Plan</p> <ul style="list-style-type: none"> • Adequate resourced work program in the form of a Gantt chart prepared using MS project or any other similar computer software. 	Must Meet
5	<p>Safety Plan</p> <ul style="list-style-type: none"> • Adequate construction safety plan 	Must Meet
6	<p>Qualifications and technical experience of site personnel to manage and execute the works on the site.</p> <p><i>The bidder shall indicate the name of each of the technical personal for each of the positions below.</i></p> <p>Bidders shall submit the following documents which shall be used to evaluate:</p> <ul style="list-style-type: none"> • Copies of academic certificates • Copies of professional certificates • Curriculum vitae • Bidders should submit site organizational structure detailing the positions and the names of the nominees. <p>Site Agent/Site Engineer (Principal site representative of the contractor) with the following minimum qualifications:</p> <ol style="list-style-type: none"> 1. BSc Civil Engineering 2. Registered Professional Engineer with Engineers Board of Kenya (EBK) Mandatory 3. Experience – Ten years post-graduation 4. Specific experience on asphalt concrete pavements (roads or airports) – eight years; 	Must Meet
	<p>Site Foreman (Asphalt Concrete works) with the following minimum qualifications:</p> <ol style="list-style-type: none"> 1. National Diploma in Civil Engineering or equivalent 2. Experience – Ten years post qualification. 3. Specific experience on asphalt concrete pavements (roads or airports) – eight years 	
	<p>Engineering Surveyor with the following minimum qualifications:</p>	

	1. National Diploma in Surveying/Civil Engineering or equivalent; 2. Experience on roads or aircraft pavements– Eight years	
	Laboratory Technologist with the following minimum qualifications: 1. National Diploma in Civil Engineering or equivalent 2. Experience – Eight years in pavement materials testing.	
7.	Bidders must submit a satisfactory site organizational structure detailing the positions and the names of the nominees.	Must Meet
8.	Site visit attendance must be by one of the listed personnel or who meets the minimum qualifications in either of the four personnel categories. Proof of the qualifications of the personnel in attendance must be submitted together with the site visit certificate.	Must Meet

NOTE: Tenderers who will not meet ANY of the above technical requirements will not be evaluated further.

FINANCIAL EVALUATION

Only the bids which will be responsive to the technical requirement shall undergo financial evaluation which shall include evaluation of:

- i. Duly completed Form of Tender and the appendix to the form of tender in the format contained in this bid document.
- ii. Priced Bill of Quantities in the format contained in this bid document.

The financial evaluation will be based on the lowest evaluated price.

Note: Bidders are hereby notified that due diligence may be carried out on information provided by the bidder. Any false information provided will lead to automatic disqualification.

2.3 Joint Ventures

- (b) A copy of the Joint Venture agreement entered into by the joint venture partners shall be submitted with the tender. The Joint Venture agreement shall be certified by a Commission of Oaths

3 Cost of Tendering

Tender documents may be viewed and downloaded free of charge from the website www.kaa.go.ke/corporate/tenders.

4 Site Visit

There shall be a mandatory site visit/meeting at **Malindi Airport** on 26th March 2020 at 10.00 am.

A representative of the Employer will be available to meet the tenderers on the specified time for the site visit and sign the completed Certificate of Tenderer's Visit to the Site. Tenderers must provide their own transport.

The bidder's representative Must Meet the following for the site visit.

1. Original introductory letter on the company letter head detailing the names and ID number of the bidder's representative.
2. Site visit form,
3. Original ID,
4. Copy of ID,
5. One colored passport photo
6. Copy of certificate of registration or legal registration document of the bidder.
7. Reflective jacket

Bidder's representative to the site visit must be by one of the listed personnel or one who meets the minimum qualifications in either of the four personnel categories. Proof of the qualifications of the personnel in attendance must be submitted together with the site visit certificate.

During the pre-bid site visit /meeting no person will be allowed to represent more than one prospective bidder.

The pre-bid site visit/meeting is mandatory.

6 Inquiries by tenderers

- 6.1 A tenderer making an inquiry relating to the tender document may notify the Employer in writing or Electronic Mail at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.

7 Amendment of Tender Documents

- 7.2 All prospective bidders will be notified in writing for any addendums or clarifications on the tender process through the email. In addition to this, they will be posted on the KAA website. These addendums will be binding upon them.

10 Tender Prices

- 10.3 No variation of Prices [V.O.P.] shall be allowed in the contract.

12 Tender Validity

- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex, Electronic mail or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13 Tender Security

- 13.2 Amount of Tender Security is Kshs.1,500,000.00 (one million, five hundred thousand Kenya shillings).

15 Pre-tender Meeting

- (b) Attendance of the pre-tender meeting/site visit is mandatory.

16 Format and signing of tenders

- (ii) The name and address of the Employer for the purposes of submission of tenders is

**The Managing Director
Kenya Airports Authority
KAA Headquarters Building
Airport North Road
P.O BOX 19001-00501
Nairobi, Kenya
Email: tenders@kaa.go.ke**

- (iii) The name of the proposed Works is **RECARPETING OF RUNWAY 17/35 INCLUDING MANDATORY MARKING- MALINDI AIRPORT**

- (iv) The tender opening date and time on 8th April 2020 at 11.00 am

29 Performance Guarantee

- 29.1 The amount of Performance Security shall be 10% of the contract sum and shall be an unconditional bank guarantee issued by a reputable bank approved by the employer and located in the Republic of Kenya.

30 Advance Payment

The advance guarantee will be 10% of Contract sum against a Bank Guarantee issued by a reputable bank approved by the employer and located in the Republic of Kenya.

SECTION III - CONDITIONS OF CONTRACT, PART I

GENERAL CONDITIONS

The Conditions of Contract, Part I – General Conditions, shall be those forming Part I of the “Conditions of Contract for works of Civil Engineering Construction, Fourth Edition 1987, re-printed in 1992 with further amendments, prepared by the Federation Internationale des Ingenieurs – conseils (FIDIC). The Conditions are subject to variations and additions set out in Part II hereof entitled “Conditions of Contract, Part II - Conditions of Particular Application”.

Note

- i. The standard text of the General Conditions of Contract must be retained intact to facilitate its reading and interpretation by tenderers. Any amendments and additions to the General Conditions, specific to a given Contract, should be introduced in the Conditions of Particular Application or in the Appendix to Form of Tender.
- ii. The Conditions of Particular Application take precedence over the General Conditions of Contract.
- iii. Copies of the FIDIC Conditions of Contract can be obtained from:

**FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Fax: 41 21 653 5432
Telephone: 41 21 653 5003**

**SECTION IV - CONDITIONS OF CONTRACT PART II
(CONDITIONS OF PARTICULAR APPLICATION)**

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SECTION IV - CONDITIONS OF CONTRACT PART II

CONDITIONS OF PARTICULAR APPLICATION

GENERAL

The Conditions of Contract Part II – Conditions of Particular Application, modify and compliment like-numbered clauses in the Conditions of Contract Part I – General Conditions. Both Parts shall be read together, with the Conditions of Particular Application prevailing in case of conflict or discrepancy. Clauses of the General Conditions not specifically modified and supplemented shall remain in effect.

Clause No.

1.1 Definitions and Interpretation

- (a) (i) The said “Employer” shall be Kenya Airports Authority, Head Office, Airport North Road, P.O. Box 19001 – 00501, Nairobi, Kenya, represented by Managing Director/CEO.
- (iv) The said “Engineer” shall be General Manager – Projects and Engineering Services, Kenya Airports Authority, P.O. Box 19001 – 00501, Nairobi, Kenya or any other “Competent Person” appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. The “Competent Person” may be an individual(s), a consultancy firm, a Government Agency, or any combination of professionals to be appointed at the discretion of the Employer.
- (b) (i) Insert in line 2 after “the Bills of Quantities”, the following, ”the rates entered by the Contractor (whether or not such rate be employed in computation of the Contract Price)”.

Add the following sub-clause;

2.1 Engineer’s Duties and Authority

- (b) The Engineer shall obtain specific approval of the Employer before taking any of the following actions specified in Part I:
 - (i) Consenting to the sub-letting of any part of the Works under clause 4.
 - (ii) Certifying additional cost determined under Clause 12
 - (iii) Determining an extension of time under Clause 44
 - (iv) Issuing a variation under Clause 51 except in an emergency situation as reasonably determined by the Engineer.
 - (v) Fixing rates or prices under clause 52

4 Assignment and Subcontracting

4.1 Delete the second and third sentence and substitute:

No single subcontract may be for more than 10 percent of the Contract Price nor shall the sum of all subcontracts exceed 25 percent of the Contract price.

No one subcontractor may be awarded subcontracts to a total value greater than 10 percent of the Contract Price. All subcontracts greater than 2 percent of the Contract Price are to have the prior consent of the Engineer. The Contractor shall however, not required such consent for purchases of materials or to place contracts for minor details or for any part of the Works of which the manufacturer of supplier is named in the Contract. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

5 Contract Documents

- 5.1 (a) The language governing this Contract shall be English.

The “Ruling Language” which shall be used to interpret this Contract shall be English. Communication between the Contractor and Engineer or Engineer’s representative shall be in English.

- (b) The law applicable to this Contract shall be the laws of the Republic of Kenya. Except to the extent otherwise provided by the Contract, the Kenyan courts shall have exclusive jurisdiction to hear and to determine all actions and proceedings in connection with and arising out of the Contract, and the Contractor shall submit to the jurisdiction of Kenyan courts for the purpose of any such actions and proceedings.

- 5.2 Delete the documents listed 1-6 and substitute:

- (1) The Contract Agreement;
- (2) The Notification of Award;
- (3) Tender and Appendix to Form of Tender;
- (4) The Conditions of Contract Part II;
- (5) The Conditions of Contract Part I (FIDIC);
- (6) The Special Specifications;
- (7) The Standard Specifications for Road and Bridge Construction, MOTC – 1986;
- (8) Clarifications and rectifications accepted by the Employer; and
- (9) The Drawings;
- (10) The priced Bills of Quantities; and
- (11) Schedules and other documents forming part of the Contract.

8 General Obligations

- 8.1 Contractor’s General Obligations.

Add to sub clause 8.1 the following:

- (a) Within 28 days after receipt of the Engineer’s order to commence the Works, the Contractor shall establish an office at the Site duly

equipped for the Contractor's representative and his supervisory personnel.

The Contractor shall maintain this office throughout the Contract period. The said office shall be the legal domicile of the Contractor, and all correspondence sent to this office shall be deemed to have been sent to the Contractor's head office.

- (b) A foreign Contractor or a Kenya-foreign joint venture, if not registered in Kenya under the applicable laws of Kenya, shall undertake registration upon receipt of the letter of acceptance and prior to signing of the Contract.

10.1 Performance Security

In lines 1,2 and 3 delete the words "If the Contract... within 28 days" and substitute "The Contractor shall obtain a Performance Security within 28 days"

Add the following at the end of this Sub-Clause:-

The Performance Security shall be issued by a Bank incorporated in Kenya. The amount of guarantee shall be as stated in the Appendix to Form of Tender.

The bank guarantee, shall be issued either (a) by an established and reputable bank approved by the Employer and located in Kenya or a foreign bank through a correspondent established and reputable bank located in Kenya and approved by the Employer or (b) directly by a foreign bank acceptable to the Employer. The performance security shall normally be in the currency or currencies requested for payment by the Contractor and in the same proportions as those requested for payment in the Contract.

The performance security may, subject to the approval of the Engineer, be adjusted at the end of each period of 12months to reflect the residual value of the Contract Works.

- 10.2 The performance guarantee shall be valid until a date 28days after the date of issue of the Taking-Over Certificate. The security shall be returned to the Contractor within 28 days of the expiration.

- 10.3 Delete sub-clause 10.3

11.1 Inspection of Site

Add the words "and the Contractor shall be deemed to have based his tender on all the aforementioned" after the words "affect his tender".

Delete the last paragraph completely and replace with the following:

“The Employer in no way guarantees completeness nor accuracy of the soil, materials, subsurface and hydrological information made available to the Contractor at the time of tendering or at any other time during the period of the Contract, and the Contractor shall be responsible for ascertaining for himself all information as aforesaid for the execution of Works and his tender shall be deemed to have been priced accordingly.

14.1 Programme to be submitted.

The time within which the Programme shall be submitted shall be twenty eight (28) days . This detailed Programme shall be based upon the programme submitted by the Contractor as part of his tender and shall, in no material manner, deviate from the said programme.

The Contractor shall allow in his Programme for the following 11 public holidays per calendar year in Kenya upon which the Contractor shall not be permitted to work.

- a) New Year’s Day (1st January)
- b) Good Friday
- c) Easter Monday
- d) Labour Day (1st May)
- e) Madaraka Day (1st June)
- f) Idd-UI-Fitr
- g) Moi Day (10th October)
- h) Mashujaa Day (20th October)
- i) Jamhuri Day (12th December)
- j) Christmas Day (25th December)
- k) Boxing Day (26th December)

The Contractor should also allow per calendar year for a further 4 unspecified public holidays which may be announced by the Government of Kenya with no prior notification, and upon which he shall not be permitted to work.

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

The Employer shall have the right to withhold payment at any time if the Contractor fails to submit the contractual construction programmes in accordance with sub clause 14.1 above or revise construction programmes due to his negligence, failure or omission.

14.3 Cash Flow Estimate to be submitted

The time limit within which a detailed cash flow estimate is to be submitted shall be twenty eight (28) days. In preparing the estimates, the Contractor shall make provision for Advance payment, repayment of advance, retention, payment for services provided by the Employer and timing implications of sub clause 60 – Certificates and Payments.

15 Contractor's Superintendence

Add the following at the end of the first paragraph of sub-clause 15.1:

- 15.1 The Contractor shall, within seven (7) days of receipt of the Engineer's order to commence the Works, inform the Engineer in writing, the name of the Contractor's representative and the anticipated date of his arrival on Site.

Add the following sub-clause 15.2:

- 15.2 The Contractor's agent or representative on the Site shall be an Engineer registered as a Professional Engineer by the Engineers Board of Kenya in accordance with the Engineers Act of 2011 and shall be able to read, write and speak English fluently.

16.2 Engineer at Liberty to object

At the end of this clause add "by a competent substitute approved by the Engineer at the Contractor's own expense".

The Contractor is encouraged to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications who are Kenyan citizens.

19.1 Safety, Security and Protection of the Environment

Add at the end of sub clause 19.1 the following: -

The formulation and enforcement of an adequate safety program shall be the obligation of the Contractor with respect to all the Works under this Contract, regardless of whether performed by the Contractor or his subcontractors. The Contractor shall, within 14 days after commencement of the Works, meet the Engineer to present and discuss his plan for the establishment of such safety measures as may be necessary to provide against accidents, unsafe acts and so forth. Within 28 days after commencement of the Works, the Contractor shall submit a written safety program to the Engineer covering the overall Works and based on the laws and regulations of Kenya. In addition, he shall prepare special safety programs for blasting and handling of explosives as stipulated in the General and Special Specifications.

Notwithstanding the foregoing, the Contractor shall observe the following measures with a view to reducing or eliminating adverse environmental effects by the Site Works:

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

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

21.1 Insurance of Works & Contractor's Equipment

- (a) Delete the first sentence of this clause and replace with the following:

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

- (b) Add the following words at the end of sub - paragraph (a) and immediately before the last word in (b)

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

In sub clause 21.1(b), delete the words “or as may be specified in Part II of these Conditions”.

- 21.2(a) Delete the words “from the start of Work at the Site” and substitute with the words “from the first working day after the commencement date”

- (c) Add the following sub-clause: “It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract”.

23.1 Third Party Insurance

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

“Prior to commencement of the Works

23.2 Minimum Amount of Insurance

Add the following at the end of this sub-clause:- “ with no limits to the number of occurrences.”

25.1 Evidence and terms of Insurance.

Insert the words “as soon as practicable after the respective insurances have been taken out but in any case” before the words “Prior to the start of Work at the Site”

Add the following sub-clauses 25.5 to 25.7

25.5 Insurance Notices

Each policy of insurance effected by the Contractor for the purpose of the Contract shall include a provision to the effect that the Insurer shall have a duty to give notice in writing to the Contractor and Employer of the date when a premium becomes payable not more than thirty (30) days after the giving of such notice.

25.6 Re-insurance in Kenya

The risks against which the Contractor is obliged to insure under the Contract shall be insured through established and reputable companies approved by the Employer and located in Kenya and any cover against risks which the Contractor may enjoy shall be reinsured in Kenya by an approved Kenyan Insurance Company In respect of the Contractor’s obligations under the Contract.

25.7 It shall be the responsibility of the Contractor to notify the insurers under any of the insurances referred or event which by the terms of such insurances are required to be so notified and the Contractor shall indemnify and keep indemnified the Employer against all losses, claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in consequence of any default by the Contractor in complying with the requirements of this sub clause whether as a result of avoidance of such insurance or otherwise.

26. Compliance with Statutes, Regulations

Add the following sub-clause 26.2:-

The Employer will repay or allow to the Contractor all such sums as the Engineer shall certify to have been properly payable and paid by the Contractor in respect of such fees. Provided always that, without prejudice to sub clause, nothing contained in this clause shall be deemed to render the Employer liable to all claims which may be considered to fall within the provisions of clause 22.1.

28.2 Royalties

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

“The Contractor shall also be liable for all payments or compensation, if any, that are levied in connection with the dumping of part or all of any such material.”

29.2 Interference with Traffic and Adjoining Properties

Add new sub-clause 29.2;

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

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

The Contractor shall promptly refer to the Employer all claims, which may be considered to fall within the provisions of Clause 22.1.

LABOUR

Add new sub-clauses

34.2 Conditions of Employment of Labour

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

34.3 Fair Wages

The Contractor shall, in respect of all persons employed anywhere by him in the execution of the Contract, observe and fulfil the following conditions:

- (a) The Contractor shall pay the rates of wages, observe hours of labour and provide conditions, housing amenities and facilities not less favourable than those required by the Regulation of wages (Building and Construction Industry) Order 1998, and any subsequent amendments thereto, or in any ministry of labour or other government department in consultation with the district whose general circumstances in the trade or industry in which the Contractor is engaged are similar. The Contractor shall at all times during the continuation of the Contract display, for the information of his employees, a notice setting out the general rates of wages, hours and conditions of labour of his employees and a copy of this clause.
- (b) In the absence of any rates for wages, hours or conditions of labour so established, the Contractor shall pay rates or wages and observe hours and conditions for labour which are not less favourable than the general circumstances in the trade or industry in which the Contractor is engaged.
- (c) Where the absence of established rates of wages, hours and conditions of labour or the dissimilarity of the general circumstances in the trade or industry in which the Contractor is engaged prevent the Contractor from observing rates of wages, hours and conditions of labour ascertained under sub-paragraph (a) or (b) above, the Contractor in fixing the rates of wages, hours and conditions of labour of his employees shall be guided by the advice of the labour department.
- (d) The Contractor shall recognize the freedom of his employees to be members of trade unions.
- (e) The Contractor shall maintain records of the times worked by, and the wages paid to his employees. The Contractor shall furnish to the Employer, if called upon so to do, particulars of the rates of wages, hours and conditions of labour as the employer may direct.
- (f) The Contractor shall be responsible for observance by his sub-Contractors of the foregoing provisions.

34.4 Breach of Fair Wages Clause

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

34.5 Recruitment of Unskilled Labour

Any additional unskilled labour which may be required by the Contractor for the Works and which is not in his employ at the time of the acceptance of the tender shall be recruited by the Contractor from the labour office nearest to the Site of the Works.

34.6 Compensation for injury

The Contractor shall, in accordance with the Workman's Compensation Act Chapter 236 of the laws of Kenya and any other regulations in force from time to time in Kenya ,pay compensation for loss or damage suffered in consequence of any accident or injury or disease resulting from his work to any workman or other person in the employment of the Contractor or any sub-contractor.

34.7 Labour Standards

- a) The Contractor shall comply with the existing local labour law regulations and labour standards.
- b) The Contractor shall formulate and enforce an adequate safety program with respect to all Work under this Contract, whether performed by the Contractor or his sub-contractors. The Contractor has assurance from the Employer of cooperation where the implementation of these safety measures requires joint cooperation.
- c) Upon written request of the Employer the Contractor will remove or replace any of his employees employed under this Contract.

34.8 Recruitment

The Contractor shall not induce personnel of the employer or the Engineer to leave their regular employment and shall not, without the prior consent in writing of the Employer, employ personnel who have resigned from such service within the preceding twelve months.

35 Returns of Labour and contractor's equipment

Add the following subclauses 35.2 and 35.3:-

35.2 The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means. The Contractor shall also notify the relevant authority(s) whenever such report is required by the law.

41.1 Commencement and Delays

Insert immediately after the word Works----- “on Site within 28 days” and before the word -----after

41.2 Definition of Commencement

For the purposes of this clause, the Works shall be deemed to have commenced when all of the following conditions are satisfied;

- a) The approved competent and authorized agent or representative of the Contractor is resident in the project area and is giving his whole time to the superintendence of the Works.
- b) The provision by the Contractor of evidence that all insurances required by the Contract are in force.
- c) The Contractor has an established office in the project area with postal address for receipt of correspondence.
- d) The principal items of constructional plant have been brought to Site and put to work in the execution of the permanent Works.

42.4 Possession of Site and Access Thereto

Add the following to this clause 42.4;

The Contractor shall not enter any part of the Site until he has requested and received permission to do so from the Employer or the Engineer.

The Contractor shall not use any portion of the Site for any purpose not connected with the Works.

44.1 Add at the end of sub-clause 44.1 the following:

Neither rains falling between 1st November and 31 st December (inclusive) and between 1st February and 31st May (inclusive) nor floods caused by such rains shall be deemed exceptional weather conditions such as may fairly entitle the Contractor to an extension of time for the completion of the Work.

45 Working Hours

Delete sub-clause 45.1 and substitute:

Subject to any provision to the contrary contained in the Contract, the Contractor shall work continuously by night and on locally recognized days of rest.

Runway rehabilitation Works will have to be undertaken in phases taking the current traffic pattern into consideration and ensuring that the airport will still be operational during the construction period. All works will be carried out in night shift.

47.2 Reduction of Liquidated Damages

There shall be no reduction in the amount of liquidated damages in the event that a part or a section of the Works within the Contract is certified as completed before the whole of the Works comprising that Contract.

No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

The sum stated in the Appendix to Form of Tender as liquidated damages shall be increased by a sum equivalent to any amount payable by the Employer to the Contractor under clause 70.1 in respect of an increase in costs in such period that would not have been incurred by the Contractor if the Works had been completed by the due date for completion prescribed by clause 43.

Defects Liability

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

Any work ordered to be executed under this clause shall be done at a time and in a manner as directed by the Engineer so as to interfere as little as possible with the operations of the Employer or of other contractors and no extension(s) of the defects liability period will be allowed for the execution of this Work.

52 Variations

52.1 Add the following final sentence to this subclause:-

The agreement, fixing or determination of any rates or prices as aforesaid shall include any foreign currency and the proportion thereof.

52.4 Daywork

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

The Work so ordered shall immediately become part of the Works under the Contract. The Contractor shall, as soon as practicable after receiving the Daywork Order from the Engineer undertake the necessary steps for due execution of such Work. Prior to commencement of any work to be done on a Daywork basis, the Contractor shall give a notice to the Engineer stating the exact time of such commencement.

54 Plant, Temporary Works and Materials

Delete Sub-Clauses 54.3 to 54.4 entirely.

For the purpose of these Clauses, the term “Equipment” shall be read as “Contractor’s Equipment” where the context so requires.

54.1 Line 5: - Add “written” between “the” and “consent”.

Measurements

55.1 Delete sub-clause 55.1 and substitute with the following;

The quality and quantity of the Work included in the Contract Price shall be deemed to be that which is set out in the Contract Bills. The Bills, unless otherwise expressly stated therein, shall be deemed to have been prepared in accordance with the principles of the latest edition of the Standard Specification for Road & Bridge Construction of the Ministry of Roads & Public Works as amended in the special specifications.

Any error in description or in quantity or any omission of items from the Contract Bills or Specifications shall not vitiate this Contract but shall be corrected and deemed to be a variation required by the Engineer. Subject to the foregoing, any error whether arithmetical or not in the computation of the Contract Price shall be deemed to have been accepted by the parties hereto.

The Contract Price shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these Conditions.

55.2 Add as a new sub-clause:

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

56.1 Works to be measured

Delete sub clause 56.1 and replace with the following:-

The Contractor shall prepare and submit to the Engineer all necessary field notes and other records taken and computations made for the purpose of quantity measurements, of which the forms shall be approved by the Engineer, for the monthly progress payment under clause 60. The measurement of work quantities made by the Contractor shall be verified and certified by the Engineer based on the above-mentioned documents.

The Contractor shall furnish all personnel, equipment and materials to make such surveys and computations as necessary to determine the quantities of work performed. Unless otherwise prescribed in the specifications or the drawings, all measurements for payment shall be made by the dimensions, lines and grades as shown on the drawings or by direct survey of which the methods shall be approved by the Engineer.

The documents submitted for measurement and payment shall become the property of the Employer and shall be used to the extent necessary to determine the monthly progress payment to be made to the Contractor under the Contract. Direct survey, if done, shall be subject to checking and verification by the Engineer and all errors in the said survey work and related computations as found during such checking shall be immediately corrected by the Contractor.

57.1 Delete sub clause 57.1 and substitute with the following:-

The Works shall be measured net with deductions made in accordance with the principles of the latest edition of the Standard Specification for Road & Bridge Construction of the Ministry of Roads & Public Works.. All measurements shall be given in metric (SI) units.

Provisional Sums

58.4 Prime Cost sum

Wherever an item in the Bills of Quantities has been referred to as a “P.C. Sum” (Prime Cost Sum), that item shall be construed as a Provisional sum and the provisions of Sub-clauses 58.1 to 58.3 will apply.

59.5 Add the following paragraph at the end of sub clause 59.5:-

If the Engineer desires to secure final payment to any nominated sub-contractor before final payment is due to the Contractor and if such sub-contractor has satisfactorily indemnified the Contractor against any latent defects, the Engineer may, in an interim certificate, include an amount to cover the said final payment, and thereupon the Contractor shall pay to such nominated sub-contractor the amount so certified. Upon such final payment, the amount named in the Appendix to Form of Tender as Limit of Retention Money shall be reduced by the sum which bears the same ratio to the amount as does the subcontract and sub-contractor shall be discharged from all liability for the Work, materials or goods executed or supplied by such subcontractor under the Contract to which the payment relates.

Certificates and Payment

Delete Sub-clauses 60.1 to 60.10 entirely and substitute with the following:-

60.1 Advance Payment

In the event that an advance payment is granted, the following shall apply:-

- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
- b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or of a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
- c) Reimbursement of the advance shall be effected by deductions from monthly interim payments.
- d) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

The amount to be repaid by way of successive deductions shall be calculated by means of the formula:

$$R = A (X I - X I I) 80 - 20$$

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X I = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X I I = The amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

- (e) With each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

60.2 Interim Payment Certificate

The Contractor shall submit to the Engineer, in the manner required by the Engineer after the end of each month a statement showing the estimated total value of permanent Work properly executed and materials or goods for

permanent works brought to Site up to the end of the previous month (if the value shall justify the issue of an interim certificate) together with any adjustments under clause 70 and any outstanding claims and sums the Contractor considers may be due to him. The Contractor shall amend or correct his estimate as directed by the Engineer and the latter shall not accept it until he is satisfied that it is fair and reasonable. With respect to the said materials and goods, no payment for them shall be made unless;-

- (i) The materials are in accordance with the specifications for the Works;
- (ii) The materials have been delivered to Site and are properly stored and protected against loss, damage or deterioration;
- (iii) The Contractor's record of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records are available for inspection by the Engineer;
- (iv) The Contractor has submitted a statement of his cost of acquiring and delivering the materials and goods to the Site, together with such documents as may be required for the purpose of evidencing such cost;
- (v) The materials are to be used within a reasonable time.

The Contractor will be paid on the certificate of the Engineer the amount due to him on account of the estimated total value of the permanent Work executed up to the end of the previous month together with such amount (not exceeding 75% of the value) as the Engineer may consider proper on account of materials and goods for permanent Work delivered by the Contractor on Site and in addition, such amount as the Engineer may consider fair and reasonable for any Temporary Works for which separate amounts are provided in the Bill of Quantities, all of which shall be subject to a retention of the percentage named in the Appendix to Form of Tender until the amount retained (hereinafter and in all Contract documents called the "Retention Money") shall reach the "Limit of Retention Money" named in the said Appendix. Provided always that no interim certificate shall be issued for a sum [such sum always being the net amount thereof after all deductions for retention etc) less than that named in the Appendix to Form of Tender as "Minimum Amount of Interim Certificate" at one time.

Within 14 days after receiving a statement from the Contractor as aforesaid, and subject to the Contractor having made such further amendments and corrections as the Engineer may require, the Engineer shall issue a Certificate of Payment to the Employer showing the amount due, with a copy to the Contractor.

The Engineer shall not unreasonably withhold certifying an Interim Payment Certificate and where there is a dispute regarding an item for payment, the Engineer may delete this disputed item from the Interim Payment Certificate and certify the remainder for payment provided the said payment is in

accordance with the preceding paragraph. In cases of difference in opinion as to the value of any item, the Engineer's view shall prevail.

60.3 Final Account and Final Payment Certificate

As soon as possible after the issue of Taking - Over Certificate or the termination of the Contract and not later than the time of issue of Defects Liability Certificate, the Contractor shall prepare and submit to the Engineer (with a copy to the Employer), a Statement of Final Account showing in detail the total value of work done in accordance with the Contract together with all sums paid in previous payments. Within thirty(30) after receipt of such further information as may be reasonably required from the Contractor for its verification, the Engineer shall check the said statement, prepare and submit a Final Payment Certificate to the Employer (with a copy to the Contractor).

The Final Payment Certificate shall state;

- (a) The (final) total value of all Work done in accordance with the Contract;
- (b) After giving credit to the Employer for all amounts previously paid to the Contractor, the balance, if any, due from the Employer to the Contractor or the Contractor to the Employer, as the case may be.

Unless the Contractor notifies the Engineer of his objection to the Final Payment Certificate within twenty eight [28] days of delivery thereof, he shall be deemed to have agreed that he accepts the total Contract Price as set out in the Final Payment Certificate as full settlement for all work done under the Contract including any claims, variations and omissions thereof.

However, a Final Certificate of Payment shall not be conclusive:

- a) to the extent that fraud or dishonesty relates to or affects any matter dealt with in the Certificate, or
- b) if any arbitration or court proceedings under the Contract have been commenced by either party before the expiry of 84 days after the issue of the Final Certificate of Payment.

60.4 Payment of Certificates

Payment upon each of the Engineer's Certificates for Interim Payments shall be made by the Employer within the time stated in the Appendix to Form of Tender from the date of issue of each Certificate of Payment.

Payment upon the Engineer's Final Payment Certificate shall be made by the Employer within the time stated in the Appendix to Form of Tender from the date of issue of the Final Certificate of Payment signed by the Engineer and countersigned by the Contractor or his authorised agent or representative.

Making of a payment by the Employer shall be considered to have been duly executed on the day that the Employer has issued a cheque.

60.5 Payment of Retention Money

One half of the retention money shall become due upon the issue of a Taking – Over Certificate and shall be paid to the Contractor when the Engineer shall certify in writing that the last section of the whole of the Works has been substantially completed and the other half shall be paid to the Contractor after the expiration of the Defects Liability Period and the issue of a Certificate under Clause 62. Provided always that if such time there shall remain to be executed by the Contractor any Works ordered during such period pursuant to Clauses 49 and 50 thereof, the Employer shall be entitled to withhold payment [until the completion of such Works] of so much of the second half of the Retention Money as shall in the opinion of the Engineer represent the Costs of the Works so remaining to be executed. Provided further that in the event of different Defects Liability Periods having become applicable to different parts of the Works pursuant to clause 48 hereof the expression “expiration of the Defect Liability Period” shall for the purpose of this Sub-clause be deemed to mean the expiration of the latest of such periods.

60.6 Currency of Payment

The Contract price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya shillings and foreign currency(s) in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate[s] of exchange for the calculation of the amount of foreign currency payment[s] shall be the rate of exchange indicated in the Tender. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services, the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Engineer shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Statement of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

60.7 Overdue Payments

Unless otherwise stated in the appendix interest shall be paid on the overdue amounts and the interest to be paid shall be in accordance with prevailing commercial bank rates.

60.8 Correcting and With-holding

The Engineer may by any interim certificate or through the final account make any correction or modification to any previous certified sum and shall have authority, if any work or part thereof is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.

60.9 Completion by Sections.

If a Taking-Over Certificate shall be issued for any section or part of the Works separately, the payments herein provided for on or after issue of such a Certificate shall be made in respect of such section or part and references to the Contract Price shall mean such part of the Contract Price as shall in the absence of agreement be apportioned thereto by the Engineer.

60.10 Proportion of Foreign Currency

Subject to the provision of sub clause 60.5 the proportion of foreign currency in any amount due to the Contractor or Employer shall be determined in the following manner:-

- a) For all measured Work, the percentages of foreign currency for the appropriate section of the Bill of Quantities as stated in the schedule of foreign currency requirements shall be applied.
- b) Variations in the cost of imported materials shall be paid in foreign currency.
- c) Variations in the cost of locally purchased materials and those due to changes of legislation shall be paid in local currency.
- d) For Day works labour and plant, the respective percentages of foreign currency stated in the schedule shall be applied.
- e) For Day works materials and materials on site, payment in foreign currency will only be made for imported materials.
- f) The provisions for the deduction and release of Retention Money and the payment of interest shall be applied similarly to both the local and foreign portions.

- g) The advance mobilization loan, its repayment thereof and liquidated damages shall all be apportioned on the basis of the ration between local and foreign currency indicated in the Contract Price.
- h) In the event that the payment is for an item not covered in the foregoing paragraphs, the Engineer shall determine the proportion of foreign and local currency based on the information given in the Schedule of Foreign Currency Requirements, together with any additional information he may request the Contractor to provide.

60.11 Statement at Completion

Not later than 14 days after the issue of the Taking-Over Certificate in respect of the whole of the works, the Contractor shall submit to the Engineer a statement at completion showing in detail, in a form approved by the Engineer;

- (a) The final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate.
- (b) Any further sums which the Contractor considers to be due; and
- (c) An estimate of amounts, which the Contractor considers, will become due to him under the Contract.

Estimate amounts shall be shown separately in the Statement at Completion. The Contractor shall amend and correct the Statement as directed by the Engineer who shall issue a Certificate at Completion to be processed in accordance with sub-clause 60.4.

60.12 Final Statement

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

- (a) The final value of all work done in accordance with the Contract;
- (b) Any further sums which the Contractor considers to be due to him.

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

60.13 Discharge

Upon submission of the Final Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge confirming that

the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment under the Final Payment Certificate issued pursuant to Sub-clause 60.14 has been made and the Performance Security referred to in Sub-clause 10.1 has been returned to the Contractor.

60.14 Final Payment Certificate

Upon acceptance of the Final Statement as given in Sub-clause 60.12, the Engineer shall prepare a Final Payment Certificate which shall be delivered to the Contractor's authorized agent or representative for his signature. The Final Payment Certificate shall state:

- (a) The final value of all work done in accordance with the Contract;
- (b) After giving credit to the Employer for all amounts previously paid by the Employer, the balance, if any, due from the Employer to the Contractor or the Contractor to the Employer as the case may be

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

60.15 Cessation of Employer's Liability

Unless the Contractor notifies the Engineer of his objection to the Final Certificate within fourteen days of delivery thereof he shall be deemed to have agreed that he accepts the total Contract Price as set out in the Final Certificate as full settlement for all work done under the Contract including any variations and omissions thereof.

62.1 Defects Liability Certificate

Delete the last sentence of this Sub-Clause beginning "Provided that the issue.....in Sub-Clause 60.3".

Remedies

63.4 Assignment of Benefit of Agreement

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

"But on the terms that a supplier or sub-contractor shall be entitled to make any reasonable objection to any further assignment thereof by the Employer and the Employer may pay the supplier or sub-contractor for any such materials supplied or Works executed under such agreement, whether the same be assigned as aforesaid or not, before or after the said determination, the amount due by such arrangement in so far as it has not already been paid by the Contractor".

65 Special Risks

Add sub clause 65.9 as follows:

- (a) In the event of the Employer unilaterally ordering the final cessation of performance of the Contract for reasons not specified elsewhere in the Conditions of Contract the Contract shall be considered to be frustrated and the Contractor shall be indemnified as provided for under clause 65.1.

- (b) In the event of the Employer ordering the adjournment of the Contract before or after commencement of the Works for reasons not specified elsewhere in the Conditions of Contract, the Contractor shall be entitled to indemnity for any injury which he may have suffered as a consequence of such adjournment. The Engineer shall award the Contractor payment of such sum as in his opinion shall be reasonable giving regard to all material and relevant factors including the Contractor's on costs and overheads, and the nature of the instruction to adjourn the Contract.

Settlement of Disputes

67.3 Arbitration

For the purposes of this Clause, the Arbitrator shall be a person to be agreed between the parties or failing agreement, the Arbitrator shall be appointed by the appointer designated in the Appendix to the Form of Tender.

Add the following paragraph after the last paragraph of sub-clause 67.3:

Arbitration shall take place in Nairobi, Kenya. The language of all arbitration proceedings shall be in English. The cost of arbitration shall be apportioned by the Arbitrator according to his findings.

Notices

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

Notwithstanding the foregoing, the Contractor shall either maintain an address close to the Works or appoint an agent residing close to the Works for the purpose of receiving notices to be given to the Contractor under the terms of the Contract. This obligation shall be terminated upon the issue of the Certificate of Completion.

68.2 Delete the words "nominated for that purpose in Part II of these Conditions" in this sub-clause.

Default of Employer

69.1 Default of Employer

In paragraph (a) of this Sub-Clause, delete the words “within 28 days of expiry of the time stated in Sub-clause 60.10” and insert “within 56 days after the expiry of the time stated in Sub-Clause 60.4”.

69.4 Contractor’s Entitlement to Suspend Work

Delete the first four lines of this Sub-Clause and replace with the following:-

“Without prejudice to the Contractor’s entitlement to interest under Sub-clause 60.7 and to terminate his employment under Sub-Clause 69.1, the Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-Clause 60.4.....”

Delete sub-clause 69.4 (b) and substitute with the following----“the amount of such cost, which shall be added to the Contract Price. However, the costs due to idle time for plant, equipment and labour shall not be included in the said costs and shall be borne by the Contractor.

69.5 Resumption of Work

In line 3 of this Sub-Clause delete the Words “Sub-Clause 60.10” and replace with “Sub-Clause 60.7”

Changes in Cost and Legislation

70.1 Delete the sub-clause 70.1 in its entirety and substitute with the following:-

“The Contract Price shall be deemed to have been calculated in the matter set below and shall be subject to the adjustment in the event specified hereunder:

- (a) The rates contained in the priced Bill of Quantities are based upon the rates of wages and other emoluments and expenses applicable at the site and the date of tender pricing (as defined in sub-clause 70.4 hereinafter);
- (b) If the said rates of wages and other emoluments and expenses shall be increased or decreased by act, statute, decree, regulation and the like after the said date of tender pricing then the net amount of increase the emoluments and expenses shall, as the case may be, paid to or allowed by Contractor;

- (c) The rates contained in the price Bill of Quantities are based upon the rates of the Contractor's compulsory contributions payable at the date of tender under or by virtue of any Act, Statute, Regulations and the like applicable at the site;
- (d) If any of the said rates of contribution becomes payable after that date then the net amount of new statutory contribution becomes payable after that date then the net amount of increase or decrease of the emoluments and expenses shall, as the case may be, be paid to or allowed by the Contractor. Difference between what the Contractor actually pays in respect of work people engaged upon or in connection with the works and what he would have paid in respect of such person had any of the said rates not been increased or decreased or had a new contribution not become payable as aforesaid, shall as the case may be, be paid to or allowed by the Contractor. Provided always that the Engineer and the Contractor may agree a sum, which shall be deemed to be the net amount of the aforesaid difference, and such sum shall be deemed for the purpose of this Contract to be, that which is to be paid to or allowed by the Contractor by the virtue of this sub-paragraph;
- (e) If the market price or any materials or goods specified as aforesaid shall be increased or decreased after the said Date of Tender Pricing, then the net amount of difference between the basic price and the market price payable by the Contractor and current when any such goods and materials are bought shall, as the case may be, be paid to or allowed by the Contractor. Orders for materials and goods listed as aforesaid shall have been placed within a reasonable time after the date at which sufficient information is available for the placing of such orders, and the placing of orders at that time shall be a condition precedent to any payments being made to the Contractor in respect of increased market prices."

Substitute and add the following sub-clauses:

- 70.2 (a) If the Contractor shall decide subject to Clause 4 thereof to sub-let any portion of the work he shall incorporate in the sub-contract provisions to the like effect as those contained in sub-clause (1) of this Clause;
- 70.2 (c) If the price payable under a sub-contract as aforesaid is increased above or decreased below the price in such sub-contract by reason of the operation of the incorporated provisions of sub-clause (1) of this clause then the net amount of such increase or decrease shall as the case may be, be paid to or allowed by the Contractor under this Contract.
- 70.3 The expression "the date of tender pricing" as used in this Clause means the date 28 days prior to the final date for submission of Tenders as determined by the Employer in the Tender documents.

70.4 For imported materials, the supplier's/manufacturer's Prime costs shall be C.I.F. cost at point of entry by the same means of transport as determined by the Contractor's Basic Rate.

For locally produced materials, the supplier's or manufacturer's prime costs shall be at their nearest depot or the nearest railway station relevant to the works.

For materials, which are subject to Government Price Control, payments for price variations will be determined from the difference between the control price in force at a date 28 days prior to date for submission of Tenders and the price in force on the date of purchase.

70.5 The materials to which this Variation Clause applies are:

- .. All bitumen material
- .. Fuels, oils and lubricant
- .. Cement
- .. Lime
- .. Flex beam guardrail
- .. Explosives
- .. Gabion mesh
- .. Reinforcing steel

70.6 The Contractor shall not change the supplier or manufacturer during the Contract without the approval of the Engineer.

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

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

70.9 No payments will be made for the cost of preparing V.O.P. claims.

70.10 Add the following at the end of this clause.

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

ADDITIONAL CLAUSES

Clause 73 Declaration Against Waiver

The condoning by the Employer of any breach or breaches by the Contractor or any authorized sub-contractor of any of the stipulations and Conditions contained in the Contract shall in no way prejudice or affect or be construed as a waiver of the Employer's rights, powers and remedies under the Contract in respect of any breach or breaches as aforesaid.

Clause 74 Bribery and Collusion

The Employer shall be entitled to determine the Contract and recover from the Contractor the amount of any loss resulting from such determination if the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement of regard for doing or fore bearing to do or for having done or fore borne to do any action in relation to obtaining or the execution of the Contract or any other contract with the Employer or if any of the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if the Contractor shall have come to any agreement with another contractor or number of contractors whereby an agreed quotation or estimate shall be tendered to the Employer by one or more contractors.

Clause 75 Contract Confidential

The Contractor shall treat the Contract and everything in connection therewith as private and confidential. In particular, the Contractor shall not publish any information, drawings or photographs concerning the Works in any trade or technical paper etc, and shall not use the Site for the purpose of advertising except with the written consent of the Engineer and subject to such conditions as the Engineer may prescribe.

Clause 76 Employer's Officials etc., Not Personally Liable

No official of the Employer or the Engineer or the Engineer's

Representative or anyone of their respective staffs 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 default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

Clause 77 Taxes and Duties

- (1) The Contractor shall list in his tender the plant and vehicles which he intends to import for the execution of the Works. The Engineer will consider the list in the context of the program of the Works and will give his approval subject to any modifications that he may see fit to make. No appeal against the Engineer's decision shall be permitted.

The Contractor will be permitted to import approved plant and vehicles required for the execution of the Works on the basis of temporary admission into Kenya and re-export thereafter upon completion of the Contract without payment of customs duties and Value Added Tax for them. If the plant and equipment shall not be re-exported, duties and taxes shall then be paid based upon their residual

value at the date of completion of the Contract, or the date of withdrawal from the Works, if earlier. Plant and vehicles so imported shall not be utilized on other works not associated with the Contract unless specifically authorized by the Engineer.

- (2) The Contractor will be permitted to import approved spare parts, tires and tubes without payment of customs duty and Value Added Tax for maintenance of any imported vehicles and plant as provided in sub-clause 77.1 above, within a financial limit indicated by himself. However, this limit will not exceed 15% of the Contract Price excluding Contingencies.
- (3) All materials approved by the Engineer to be incorporated into the Works or temporary works, and whose importation into Kenya is agreed to be essential shall be free of customs duties and Value Added Tax. The Contractor shall submit a list of such materials required with the tender. The Contractor shall be required to satisfy the Engineer that such materials have actually been incorporated into the Works.

Items produced in Kenya will not be permitted to be imported without payment of customs duty and Value Added Tax.

Items produced in Kenya shall mean commercially recognized goods or products that are either mined, grown, manufactured, processed or assembled (whether the components are imported or not) in Kenya.

Clause 78 Joint Ventures

- 78.1 If the Contractor is a joint venture, all partners of the joint venture shall be jointly and severally liable to the Employer for the execution of the entire Contract in accordance with its terms and Conditions.

SECTION V – SPECIFICATIONS

101 Special Specifications

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

102 Location of Contract

The proposed works are located approximately two kilometers from Malindi Town on the Mombasa – Malindi Highway.

103 Extent of Contract

The works will include but not limited to; -

- (a) Milling of worn-out Asphalt Concrete wearing course
- (b) Laying of Asphalt Concrete wearing course
- (c) Pavement marking.
- (d) Preliminary items for mobilization, among others.

104 Programme of Execution of the Works

The contractor shall provide the works programme, required under clause 14 of the Conditions of Contract, within 28 days of receipt of the Engineer's Order to commence work. The programme shall be co-ordinated with climatic and other conditions to provide for the completion of the works in the order and by the time specified.

The Contractor shall carry out the contract in accordance with the programme agreed with the Engineer, but he shall in no manner be relieved by the Engineer's approval of the programme, of his obligation to complete the works in the prescribed order and by the prescribed completion date and he shall from time to time review his progress and make such amendments to his rate of execution of the works as may be necessary to fulfil his obligations.

105 Order of Execution of Works

In addition to Clause 105 of the Standard Specification the Contractor shall carry out the Works such that a continuous and consecutive output of fully completed work is achieved.

108 Method of Construction

In addition to Clause 108 of the Standard Specification the Contractor shall carry out the Runway rehabilitation Works in phases taking the current traffic pattern into consideration and ensuring that the airport will still be operational during the construction period. All works will be carried out in night shift

Night work

All plant used on site shall be equipped with suitable lights including flashing amber lights to enable the work to be properly performed and controlled at night. Night work will only commence if, according to the Engineer, the Contractor provides all equipment, personnel and stand-by reserves to execute the work at night as if in normal daytime hours.

The Contractor shall provide for artificial lighting to ensure the proper execution of the work in terms of the contract. The artificial lighting shall be subject to the Engineer's approval and shall consist of at least the following:

At least 3 floodlight towers per work area shall be provided when works are performed during the night shift. A work area is defined as an area of radius 30 m in which night work is being done. The Contractor shall provide adequate lighting at night as specified for every work area. The light in a work area shall be a minimum of 100 lux.

No additional payment will be made to the Contractor over and above payment for the Contractor's general obligations for providing and maintaining all extra personnel and equipment for executing night work.

Upon request by the Engineer or his representative, the Contractor shall make available a mobile flood light tower for use by the Engineer's staff.

Payment for the moving and operation of the lighting equipment and other incidentals necessary for lighting the site shall be included in the tendered rates."

In all cases of night work sections, the contractor shall ensure that a minimum of 50 tons of asphalt is available in hot bins at the plant before milling commences. The contractor is to ensure that the production shall be such that should there be a problem at the plant that sufficient asphalt is stored in hot bins to backfill the full milled areas.

In cases of night time work or other limited access occupation areas requiring opening to traffic at the end of the occupation period, binned asphalt or asphalt already on site shall be equivalent / or greater than the quantity of material required to backfill any milled work.

The Contractor shall have at least two pavers on site working simultaneously.

109 Notice of Operations

Add the following sub- Clause.

Notification Terms

It shall be the Contractor's responsibility to notify the Engineer when any item of works scheduled are completed and ready for approval, and the contractor shall give sufficient notice to allow control test to be performed.

Explosive and Blasting

- a) The requirements of the Laws of Kenya governing explosives and other requirements and regulations of Government of Kenya and other authorities shall be complied with.
- b) No explosives of any kind shall be used without prior written consent of the Engineer.
- c) The Contractor shall be solely responsible for the provision, handling, and storage and transporting of all explosives, ancillary materials and all other items of related kind whatsoever required for blasting.
- d) Before the beginning of the Defects Liability Period the Contractor shall remove all unused explosives from the site on completion of the Works or which are ordered by the Engineer, and submit to the Engineer written confirmation of compliance with the instruction.
- e) The Contractor shall submit to the Engineer monthly returns detailing the quantity of explosives brought to the site together with the quantities used during the month and the location and quantity of rock blasted.

120 Protection of Existing Works and Services

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

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

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

123 Liaison with Government Officials and Police

Add the following to the existing text:

In addition to the requirements of maintaining liaison with Government Officials and Police, the Contractor shall be responsible for acquainting himself with all current and valid ordinances or regulations which may affect the work.

The Contractor's attention is also drawn to his obligations with regard to inspection and examination of the site as stipulated under Clause 11 of the Conditions of Contract.

124 Land For All Camps Sites And For The Contractor's Own Purposes, Including Temporary Works.

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

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

125 Water Supply

Add the following to this clause:

The Contractor at his own cost shall obtain necessary permissions from both relevant Government authorities and private parties to draw water from natural sources and private sources respectively.

128 Storage of Materials

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

129 Test Certificates

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

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

131 Signboards

The Contractor shall provide and erect publicity signs on the site as directed. The Engineer shall, as shown in the Drawings, direct the minimum dimensions and thickness of the steel framework and sheet. The framework and sheet shall be prepared and painted black, while the ring at the top of the supporting frames shall be painted white. The wordings and KAA's logo shall be printed on backlit sticker paper resistant to the effects of weather using reflectorized paint or material approved by the Engineer. The colours, fonts and heights of

the letters shall be as indicated on the attached drawings and as directed by the Engineer.

Signboard shall be removed and handed over to the Airport/Airstrip in charge at the end of Defects liability Period.

132 Engineers, Office, Equipment & Furniture (Where applicable)

The Contractor shall provide, erect and maintain for the duration of the Contract, the Engineer's offices until the expiry of the Defects Liability Period. A description of the offices is given below.

At the end of the Contract, all Engineer's offices, office furniture/equipment and laboratory furniture/ equipment shall revert to the Employer.

132.1 Engineer's Representative Office

The Contractor shall provide and maintain for the duration of the Contract, a new containerized office for the Engineer of weather proof construction, with windows, and doors suitably insulated against heat and cold, all to the satisfaction of the Engineer in respect of the condition, design and siting.

The site office containers (standard dry container 20ft) shall be supplied, hauled, located to the approval of the Engineer and shall be maintained throughout the duration of the contract. The furnishings shall new (heat insulation, Air Conditioning) and shall be maintained clean. The container windows shall be fitted with mesh security screens and bars and door entrance complete with suitable lock (All approved by Engineer).

The site office shall be located at the site within one week of the contractor mobilizing to site and the location will be subject to the approval of the engineer. The contractor shall be responsible for provision of all utilities specifies herein. The contractor shall ensure that the office is equipped with proper electrical, ventilation and air conditioning equipment. The offices shall be wired for main electricity and connected to a main supply.

The price quoted shall include the cost of casting 4No 300mm by 300mm by 500mm concrete stub columns as the base of each container.

Two wireless GSM telephones shall be provided for the sole use of the Engineer and the offices shall be provided with Electric lighting and wall sockets all to the satisfaction of the Engineer. A portable water supply shall be provided.

Furniture and equipment for the Engineers Office shall be as listed

FURNITURE AND EQUIPMENT FOR THE ENGINEER'S LABORATORY & OFFICE			
1	Writing desks, 2.2 m x 0.9 m, with lockable drawers.	No.	4
3	Swivel chair, adjustable height, with arms.	No.	4
4	Typist table complete with a chair	No	1
5	4-drawer lockable steel filing cabinets.	No.	1
6	3 m ² wooden book shelves	No.	2
7	Drawing tables, 1.8 m x 0.9 m, with drawers.	No.	2
8	Chairs for drawing tables.	No.	6
9	Lockable cupboards.	No.	1
10	Soft board for wall notices, drawings & other civil works 1.2m x 0.9 m	No.	1
11	Refrigerator, 75 litre capacity	No.	1
12	Fire extinguishers, CO ₂ type, 9kgs capacity.	No.	1
13	First aid kit for general purposes	No.	1
14	Provide and maintain Konica Minolta pagepro 1490 MF or similar approved desktop laser printer	No	1
15	Electronic Scientific Calculator 12 figures (Casio fx-995)	No	2
16	Laptops	No	2
17	Water dispensers	No	2

132.2 Laptop

Description	Requirements
Processor Type:	Intel Core i7-3770 (3.90GHz/L3 6 MB/QPI)
Cache:	8MB Cache
Memory (RAM)	8 GB DDR3-1333/1600
Hard Drive	750 GB 7200 RPM SATA135
Optical Drive	Blu-ray ROM with Super Multi DVD R/RW Double Layer
Multimedia Card Slot	8 in 1 media card reader: supports, Secure Digital (SD), Memory Stick, Memory Stick Pro, Memory Stick Duo and Memory Stick Pro Duo.
Graphics	ATI Radeon HD4850

Fingerprint	Yes
Video Camera	2.0 Megapixel
Display Size	TFT Size 15.6 (1920x1080) Inch Full HD
Mouse	Wireless Optical Mouse with mouse pad
Ethernet	10/100/1000 Base-T Network
Wi-Fi	Intel 5300 (802.11 a/b/g/n)
Bluetooth	Integrated Bluetooth® 4.0
Ports	4 USB 3.0 VGA-in,RJ-45 and AC-in
Operating System	Genuine Windows® 8 Professional (64-bit)preinstalled(OEM media for OS and Drivers will be supplied by the vendor, (with licensed CD or back up CD)
Ms Office suite	Office 2010
Kaspersky Antivirus Network security 2020 and Firewall Software	One year Licensed
Power Supply	220 – 240 V
Other Softwares	Come preloaded with genuine AutoCAD 2014 and latest version of Adobe Acrobat
Battery	6 Cell Lithium-ion
Warranty	1 year
Supplied with a Laptop bag	Yes

132.3 Survey Equipment

The Contractor, when instructed, shall provide and install at the Engineer's office the Equipment specified below with a dealer's certificate and warranty:

The survey equipment and design software to be provided would include:

1	Engineer's automatic level Wild NAK - 2 or similar including tripod	1
2	Set of tripods (wild or similar)	1
3	Survey umbrella	1
4	3m ranging rod (metallic)	2
5	Levelling staff 5m with levelling bubble (wild iNLE 3 or similar)	2
6	30m steel white face tape	2
7	100m steel band tape	2
8	3m tape measure	2
9	Steel tape repair outfit	1
10	2kg hammer	2
11	Pangas 16" straight	5
12	Total station complete with a field data collector TOPCON Model ITS -722 or similar including all accessories and supporting software	1

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, 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.

137 Attendance upon the Engineer and his Staff

The costs, for attendance required by this Clause 137, shall be as specified in the attached table:-

<u>Designation</u>	<u>Number</u>	<u>Minimum Qualifications</u>	<u>Minimum gross monthly salary (ksh)</u>
Surveyor	1	National Diploma in Surveying/Civil Engineering	98,724.00
Inspector		National Diploma in Civil Engineering	98,724.00
Lab Technician	1	National Diploma in Civil Engineering	98,724.00
Others (Office Attendants, Cleaner and Casuals)	3	KCSE Certificate	14,000.00

In addition to the above listed staff, the Employer may attach under training or internship/Industrial attachment additional number of technical staff comprising Engineers, Inspectors, Surveyors and Materials Technologists.

138 Vehicles and Drivers for the Engineer and his Staff and Method of Payment

In addition to provisions of the Clause 138 of the Standard Specification, the Contractor shall when instructed to do so provide, fuel and maintain in good working conditions, with driver, the number and type of vehicle specified in the Bill of Quantities for exclusive use of the Engineer and his staff throughout the Contract.

The Contractor shall insure comprehensively the vehicles for any licensed driver 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 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 months. Payment for mileage above 4,000Km shall be made at a rate per kilometer. The payment shall be inclusive of all fuels, lubricants, servicing, insurance, maintenance, drivers and repairs. The rate shall include any overtime the driver might be due or any other allowance to the normal working hours.

The vehicles provided under this clause shall revert to the Contractor.

139 Miscellaneous Accounts

The Contractor maybe instructed by the Engineer to make payments of general miscellaneous accounts for such items as stationary, stores and equipment and miscellaneous supervision personnel and claims or the Engineer may direct the Contractor to purchase or pay for the above. The Contractor will be paid on a prime cost basis plus a percentage for overheads and profits under appropriate items in the Bills of Quantities.

142 Environmental Protection (Where Applicable)

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

Within four (4) weeks of the order to commence work, the Contractor shall prepare and submit a specific Environmental Management Plan for the project and his operations, relating to the approved Environmental Impact Assessment. The Environmental Management Plan shall outline potential environmental hazards and risks, and provide an action plan to deal with the hazards, minimise the risks, and mitigate adverse environmental impacts, and include a general decommissioning plan covering all relevant aspects of the project. The Environmental Management Plan shall identify monitoring indicators and reporting requirements.

The Contractor shall be required to submit environmental progress reports to the Engineer every three (3) months.

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

(a)The Contractor shall exercise care to preserve the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all

trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage by the Contractor's construction operations and equipment. All unnecessary destruction, scarring, damage or defacing resulting from the Contractor's operations shall be repaired, replanted, reseeded or otherwise corrected as directed by the Engineer, and at the Contractor's expense.

- (b) The Contractor shall ensure that measures are in place to control soil erosion and water pollution, by use of berms, dykes, silt fences, brush barriers, dams, sediment basins, filter mats, netting, gravel, mulches, grasses, slope drains, contour banks, and other erosion control devices and methods. Temporary erosion control provisions shall be coordinated with permanent erosion control features to assure economical, effective and continuous measures throughout the period of the works. The Contractor's attention is drawn to the requirements of Clause 502, in that works need to be progressively finished so that permanent vegetation can establish quickly to mitigate soil erosion and erosion of drains.
- (c) The Contractor shall provide all the labour, equipment, materials, and means required and shall carry out proper and efficient measures wherever and as often as necessary to minimise the dust nuisance.
- (d) The Contractor shall comply with all applicable Kenyan laws, orders and regulations concerning the prevention, control and abatement of excessive noise. Blasting, use of jackhammers, pile driving, rock crushing, or any other activities producing high-intensity impact noise may be performed at night only upon approval of the Engineer.
- (e) Immediately after extraction of materials, all borrows pits shall be backfilled to the satisfaction of the Engineer. In particular borrow pits near the project road shall be backfilled in such a way that no water collects in them.
- (f) Spilling of bitumen fuels Oils and other pollutants shall be cleared up.
- (g) The Contractor's attention is drawn to the requirements of the Standard Specification in regard to the environment and in particular to the following clauses:
 - Clause 115: Construction Generally
 - Clause 116: Protection from Water
 - Clause 136: Removal of Camps
 - Clause 605: Safety and Public Health Requirements Clause
 - Clause 607: Site Clearance and Removal of Topsoil and Overburden
- (h) Payment in respect of this Clause 142 is included as a Lump Sum in the Bill of Quantities. Payment of the Lump Sum will be by equal monthly instalments over the period of the Contract excluding the Period of Maintenance. The total sum of the instalments shall not exceed the Lump Sum, and payment of the monthly instalment will only be made for that month if

the Engineer is satisfied that the Contractor has fully complied with the requirements of Clause 142, otherwise the Contractor shall forfeit such instalment.

SECTION 5: EARTHWORKS

501 Milling

Milling work shall be done with a self-propelled grinding machine capable of removing approximately 50mm of asphalt in a single pass at a depth ranging from 25mm to 50mm. Unless otherwise noted, all milling shall be done to an average depth of 50mm. All millings must be removed immediately from the pavement and must not be allowed to remain on the street more than 1 hour. Care must be taken to avoid damaging manhole lids, water and gas valves, etc. As such, some chipping by use of a jackhammer may be required. The quantities milled will not be the exact same as the quantities over laid.

Millings shall be hauled away by the contractor to a site acceptable and approved by Engineer in advance. Payment for milling includes all hauling, sweeping, and chipping of the millings, and will be on a cubic meters for the actual quantity.

SECTION 15 - BITUMINOUS SURFACE TREATMENTS

1501b Preparation of Surface

In addition to requirements of Clause 1503B of the Standard Specifications, the contractor shall prepare and Repair Cracks, Edges, Potholes and Other Failures as follows: -

- a) Cracks 3.0mm or less in width

The entire crack area shall be cleaned by brushing with a wire brush and then blowing with a compressed air jet and the crack sealed with 80/100 cutback bitumen using a pouring pot or pressure lance and hand squeegee. The surface shall then be dusted with sand or crushed dust.

- b) Cracks greater than 3.0mm in width

Before these cracks are filled a steel wire brush or router shall be used to clean them and then a compressed air jet shall be used to clean and remove any foreign or loose material in the crack until the entire crack area is clean.

When the crack and surrounding area have been thoroughly cleaned, dry sand shall be forced into the crack until it is sealed in the manner specified for cracks less than 3.0mm width.

- c) Potholes, edges and other repair areas

Where instructed, the Contractor shall prepare areas for the repair of potholes, road edges and other repair areas by excavating off unsuitable or failed material and debris, trimming off excavated edges, cleaning and compacting the resulting surfaces and applying MC 30 cut-back bitumen prime coat at a rate of 0.8-1.2 litres/m², all as directed by the Engineer.

Measurement and payment shall be made under the relevant item of Bill No 15. Where the surface repair on potholes and edges are to be carried out, Asphalt Concrete Type I (0/14 gradation) shall be used. Bituminous material for repair of failures and other repair areas shall be paid for under the relevant item of Bill No 16

1502b Materials for Prime Coat and Tack Coat.

For prime coat, the binder shall be a medium-curing cutback MC 30 unless otherwise directed by the Engineer.

The rate of spray of bituminous prime coat refers to the gross volume of the cutback bitumen, that is to say the volume of the bitumen plus diluents.

Prime coat shall be applied to gravel areas that are to receive bituminous mixes as directed by the Engineer.

The tack coat shall consist of bitumen emulsion KI-60 unless otherwise directed by the Engineer.

The rates of spray of the binder shall be as instructed by the Engineer and shall generally be within the range 0.8-1.2 litres/square metre.

1511c Measurement and Payment

Seal coat

Seal coats shall be measured by the litre, for each type of bituminous binder for each seal coat, calculated as the product of the area in square metres sprayed and the rate of application in litres/square metres.

SECTION 16 - BITUMINOUS MIX BASES, BINDER COURSES AND WEARING COURSES

This section covers different types of bituminous mixes for base and surface (wearing and binder courses) and is divided into the following parts: -

1601a Scope of Part A

Part A comprises all the general requirements for bituminous mixes, which apply to Part B as well.

I 602a Requirements from Other Sections

The following sections of this Specification apply to Part B of this section and shall be read in conjunction therewith:-

Section 2	Materials and Testing of Materials
Section 3	Setting Out and Tolerances
Section 6	Quarries, Borrow Pits, Stockpile and Spoil Areas
Section 15	Bituminous Surface Treatments and Surface Dressing

I 603a Construction Plant

(a) General

The Contractor shall submit to the Engineer in accordance with Section I of its Specification, full details of the construction plant he proposes to use and the procedures he proposes to adopt for carrying out the permanent Works.

The Engineer shall have access at all times to construction plant for the purposes of inspection. The Contractor shall carry out regular calibration checks in the presence of the Engineer and shall correct forthwith any faults that are found.

All construction plant used in the mixing, laying and compacting of bituminous mixes shall be of adequate rated capacity, in good working condition, and shall be acceptable to the Engineer. Obsolete or worn-out plant will not be allowed on the work.

(b) Mixing Plant

Bituminous materials shall be mixed in a plant complying with ASTM Designation D995 and shall be located on the Site unless otherwise agreed by the Engineer. It shall be equipped with at least three bins for the storage of heated aggregates and a separate bin for filler. All bins shall be covered to prevent the ingress of moisture.

The plant may be either the batch-mix type or the continuous-mix type and shall be capable of regulating the composition of the mixture to within the tolerances specified in Clause I 614A of this Specification.

The bitumen tank shall be capable of maintaining its contents at the specified temperature within a tolerance of 50C and a fixed thermometer easily read from outside the tank. Any bitumen that has been heated above 1800C or has suffered carbonisation from prolonged heating shall be removed from the plant and disposed of.

(c) Laying Plant

Bituminous materials shall be laid by a self-propelled spreader finisher equipped with a hopper, delivery augers and a heated adjustable vibrating screed. It shall be capable of laying bituminous materials with no segregation, dragging, burning or other defects and within the specified level and surface regularity tolerance. Delivery augers shall terminate not more than 200mm from the edge plates.

(d) Compaction Plant

The Contractor shall provide sufficient rollers of adequate size and weight to achieve the specified compaction. Prior to commencing the laying of bituminous mixes in the permanent Works the Contractor shall carry out site trials in accordance with Section 2 of this Specification to demonstrate the adequacy of his plant and to determine the optimum method of use and sequence of operation of the rollers.

It is important to achieve as high a density as possible at the time of construction and it is expected that vibrating rollers will be required to produce the best results. However, it is essential that thorough pre-construction trials are carried out to ensure that:-

- (a) The roller is set up to have the optimum amplitude and frequency of vibration for the particular material being laid
- (b) That the roller does not cause breakdown of the aggregate particles.
- (c) That the optimum compaction temperatures are established which allow compaction without causing ripple effects or other distortions of the surfacing.

I 604a Preparation of Surface

Immediately before placing the bituminous mix in the pavement, the existing surface shall be cleaned of all material and foreign matter with mechanical brooms or by other approved methods. The debris shall be deposited well clear of the surface to be covered.

Any defect of the surface shall be made good and no bituminous mix shall be laid until the Engineer has approved the surface.

A tack coat shall be applied in accordance with Section 15 of this Specification. If the Engineer considers a tack coat is required prior to laying the bituminous mix or between layers of the bituminous mix, due solely to the Contractor's method of working, then such tack coat shall be at the Contractor's expense.

I 605a Design and Working Mixes

At least one month prior to commencing work using a bituminous mix, the Contractor shall, having demonstrated that he can produce aggregates meeting the grading requirements of the Specification, submit samples of each constituent of the mix to the Engineer. The contractor in the presence of the Engineer will then carry out laboratory tests in order to decide upon the proportion of each constituent of the initial design mix or mixes to be used for site trials to be carried out in accordance with Clause 1606A of this Specification.

Should the Engineer conclude from the site trials that the mix proportion or aggregate grading are to be changed, the Contractor shall submit further samples of the constituents and carry out further site trials all as directed by the Engineer.

The Engineer may instruct the alteration of the composition of the -75 micron fraction of the aggregates by the addition or substitution of mineral filler. The Engineer may also instruct the alteration of all or part of the -6.3mm fraction of the aggregates by the addition or substitution of natural sand.

The Contractor shall make the necessary adjustments to his plant to enable the revised mix to be produced.

Following laboratory and site trials the contractor jointly with the Engineer will determine the proportions of the working mix and the Contractor shall maintain this composition within the tolerances given in Clause 1614A.

Should any changes occur in the nature or source of the constituent materials, the Contractor shall advise the Engineer accordingly. The procedure set out above shall be followed in establishing the new mix design.

1606a Site Trials

Full scale laying and compaction site trials shall be carried out by the Contractor on all asphalt pavement materials proposed for the Works using the construction plant and methods proposed by the Contractor for constructing the Works. The trials shall be carried out with the agreement, and in the presence of the Engineer, at a location approved by the Engineer.

The trials shall be carried out to: -

Test materials, designed in the laboratory, so that a workable mix that satisfies the specification requirements can be selected.

To enable the Contractor to demonstrate the suitability of his mixing and compaction equipment to provide and compact the material to the specified density and to confirm that the other specified requirements of the completed asphalt pavement layer can be achieved.

Each trial area shall be at least 100 metres long and to the full construction width and depth for the material. It may form part of the Works provided it complies with this Specification. Any areas that do not comply with this Specification shall be removed.

The Contractor shall allow in his programme for conducting site trials and for carrying out the appropriate tests on them. The trial on any pavement layer shall be undertaken at least 21 days ahead of the Contractor proposing to commence full-scale work on that layer.

The Contractor shall compact each section of trial over the range of compactive effort the Contractor is proposing and the following data shall be recorded for each level of compactive effort at each site trial: -

The composition and grading of the material including the bitumen content and type and grade of bitumen used. The moisture content of aggregate in the asphalt plant hot bins.

The temperature of the bitumen and aggregate immediately prior to entering the mixer, the temperature of the mix on discharge from the mixer and the temperature of the mix on commencement of laying, on commencement of compaction and on completion of compaction. The temperature of the mixture is to be measured in accordance with BS 598, Part 3, Appendix A.

The type, size, mass, width of roll, number of wheels, wheel load, tyre pressures, frequency of vibration and the number of passes of the compaction equipment, as appropriate for the type of roller.

The target voids and other target properties of the mix together with the results of the laboratory tests on the mix.

- The density and voids achieved.
- The compacted thickness of the layer.
- Any other relevant information as directed by the Engineer.

At least eight sets of tests shall be made by the Contractor and the Engineer on each 100 metres of trial for each level of compactive effort and provided all eight sets of results over the range of compactive effort proposed by the Contractor meet the specified requirements for the material then the site trial shall be deemed successful. The above data recorded in the trial shall become the agreed basis on which the particular material shall be provided and processed to achieve the specified requirements.

1607a Mixing Of Aggregates and Bitumen

The bitumen shall be heated so that it can be distributed uniformly and care shall be taken not to overheat it. The temperature shall never exceed 170⁰ C for 60/70-penetration grade bitumen.

The aggregates shall be dried and heated so that they are mixed at the following temperatures: -

- 125-165⁰C when 60/70 bitumen is used

The dried aggregates shall be combined in the mixer in the amount of each fraction instructed by the Engineer and the bitumen shall then be introduced into the mixer in the amount specified. The materials shall then be mixed until a complete and uniform coating of the aggregate is obtained.

The mixing time shall be the shortest required to obtain a uniform mix and thorough coating. The wet mixing time shall be determined by the Contractor and agreed by the Engineer for each plant and for each type of aggregate used. It shall normally not exceed 60 seconds.

I 608a Transporting the Mixture

The bituminous mix shall be kept free of contamination and segregation during transportation. Each load shall be covered with canvas or similar covering to protect it from the weather and dust.

I 609a Laying the Mixture

Immediately after the surface has been prepared and approved, the mixture shall be spread to line and level by the laying plant without segregation and dragging.

The mixture shall be placed in widths of one traffic lane at a time, unless otherwise agreed by the Engineer. The compacted thickness of any layer shall be at least 2.5 times the maximum size of the aggregate for wearing course and at least 2 times for binder course. The minimum thickness shall be 25mm.

Only on areas where irregularities or unavoidable obstacles make the use of mechanical laying impracticable, may the mixture be spread and compacted by hand.

I 610a Compaction

Immediately after the bituminous mixture has been spread, it shall be thoroughly and uniformly compacted by rolling.

The layer shall be rolled when the mixture is in such a condition that rolling does not cause undue displacement or shoving.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction while the mixture is in a workable condition. The sequence of rolling operations shall be as agreed with the Engineer and proved during site trials. Initial rolling with steel tandem or three-wheeled roller shall follow the laying plant as closely as possible. The rollers shall be operated with the drive roll nearest the laying plant, at a slow and uniform speed (not exceeding 5 Km/Hr).

Rolling shall normally commence from the outer edge and proceed longitudinally parallel to the centreline, each trip overlapping one half of the

roller width. On super elevated curves, rolling shall begin at the low side and progress to the high side. Where laying is carried out in lanes care must be taken to prevent water entrapment.

Intermediate rolling with a pneumatic-tyred or vibratory roller shall follow immediately. Final rolling with a steel-wheeled roller shall be used to eliminate marks from previous rolling.

To prevent adhesion of the mixture to the rollers, the wheels shall be kept lightly moistened with water.

In areas too small for the roller, a vibrating plate compactor or a hand tamper shall be used to achieve the specified compaction.

1611a Finishing, Joints and Edges

Any mixture that becomes loose and broken, mixed with dirt or foreign matter or is in any way defective, shall be removed and replaced with fresh hot mixture, which shall be compacted to conform to the surrounding area.

Spreading of the mixture shall be as continuous as possible. Transverse joints shall be formed by cutting neatly in a straight line across the previous run to expose the full depth of the course. The vertical face so formed shall be painted lightly with hot 60/70 penetration grade bitumen just before the additional mixture is placed against it.

Longitudinal joints shall be rolled directly behind the paving operation. The first lane shall be placed true to line and level and have an approximately vertical face. The mixture placed in the abutting lane shall then be tightly crowded against the face of the previously placed lane. The paver shall be positioned to spread material overlapping the joint face by 20-30mm. Before rolling, the excess mixture shall be raked off and discarded.

When the abutting lane is not placed in the same day, or the joint is destroyed by traffic, the edge of the lane shall be cut back as necessary, trimmed to line and painted lightly with hot 60/70 penetration grade bitumen just before the abutting lane is placed.

Any fresh mixture spread accidentally on the existing work at a joint shall be carefully removed by brooming it back on to uncompacted work, so as to avoid formation of irregularities at the joint. The finish at joints shall comply with the surface requirements and shall present the same uniformity of finish, texture and density as other sections of the work.

The edges of the course shall be rolled concurrently with or immediately after the longitudinal joint. In rolling the edges, roller wheels shall extend 50 to 100mm beyond the edge.

1612a Sampling and Testing Of Bituminous Mixtures

The sampling of bituminous mixtures shall be carried out in accordance with AASHTO T168 (ASTM Designation D979).

1613a Quality Control Testing

During mixing and laying of bituminous mixtures, control tests on the constituents and on the mixed material shall be carried out in accordance with Clause 1612A and Section 2 of this Specification.

If the results of any tests show that any of the constituent materials fail to comply with this Specification, the Contractor shall carry out whatever changes may be necessary to the materials or the source of supply to ensure compliance.

If the results of more than one test in ten on the mixed material show that the material fails to comply with this Specification, laying shall forthwith cease until the reason for the failure has been found and corrected. The Contractor shall remove any faulty material laid and replace it with material complying with this Specification all at his own expense.

1614a Tolerances

Surfacing courses and base shall be constructed within the geometric tolerances specified in Section 3 of this Specification.

The Contractor shall maintain the composition of the mixture as determined from the laboratory and site trials within the following tolerances (+ or -), per single test: -

Bitumen Content	0.3% (by total weight of total mix)
Passing 10mm sieve and larger sieves	6% (by total weight of dry aggregate including mineral filler)
Passing sieves between 10mm and 1.0mm sieves	4% (by total weight of dry aggregate including mineral filler)
Passing sieves between 1.0mm and 0.075mm sieve	3% (by total weight of dry aggregate including mineral filler)
Passing 0.075mm sieve	2% (by total weight of dry aggregate including mineral filler)

The average amount of bitumen in any length of any layer, calculated as the product of the bitumen contents obtained from single tests and the weight of mixture represented by each test, shall not be less than the amount ordered.

The average amount of bitumen for each day's production calculated from the checked weights of mixes shall not be less than the amount ordered.

The average amount of bitumen in any length of any layer, calculated as the product of the bitumen contents obtained from single tests and the weight of mixture represented by each test, shall not be less than the amount ordered.

The average amount of bitumen for each day's production calculated from the checked weights of mixes shall not be less than the amount ordered.

The final average overall width of the upper surface of a bituminous mix layer measured at six equidistant points over a length of 100m shall be at least equal to the width specified. At no point shall the distance between the centreline of the road and the edge of the upper surface of a bituminous mix layer be narrower than that specified by more than 13mm.

1615a Measurement and Payment

No separate measurement and payment shall be made for complying with the requirements of Clauses 1601A to 1614A inclusive and the Contractor shall be deemed to have allowed in his rates in Parts B and C of Section 16 of this Specification for the costs of complying with the requirements of Part a of Section 16 of this Specification

SECTION 20 - FURNITURE

2005 Pavement Marking

Paint for road marking shall be internally reflectorized hot applied durable, high build, fast dry traffic line marking in accordance with Clause 219 of the Standard Specification.

The rates inserted in the Bills of Quantities for road marking shall include for prior application of approved tack coat.

SECTION 22-DAYWORKS

2202 Measurements and Payment

(a) Plant

Where items of major plant listed in the schedule of Daywork are specified by type (e.g. Concrete mixer etc.) the power rating if such items of plant are provided by the Contractor shall not be lower than the power ratings of such plant manufactured within the last two years prior to the date of BID. Any item of major plant employed upon Daywork that has a power rating lower than specified above shall be paid for at rates lower than those in the schedule of Daywork. The reduction in the rate payable shall be in proportion to the reduction in power rating below that specified above.

SECTION VI – DRAWINGS

List of Drawings

1. Pavements Layout
2. Signboard

SECTION VII – BILLS OF QUANTITIES

Notes for preparing Bills of Quantities

I.0 Preamble to Bill of Quantities

- a) The Bill of Quantities shall form part of the Contract Documents and is to be read in conjunction with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications and Drawings.
- b) The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.
- c) The Quantities set forth in the Bill of Quantities are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
- d) The prices and rates inserted in the Bills of Quantities will be used for valuing work executed, and the Engineer will measure the whole of the works executed in accordance with this Contract.
- e) A price or rate shall be entered in ink against every item in the Bill of Quantities with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
- f) Provisional sums (including Day works) in the Bill of Quantities shall be expended in whole or in part at the discretion of the Engineer in accordance with Sub-clause 52.4 and Clause 58 of part of the Conditions of Contract.
- g) The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance, testing, materials, erection, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the Engineer and his staff.

- i) Where there is a discrepancy between amount in words and figures, the amount in words will govern; and
- j) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the line total as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
- l) The Bills of Quantities, unless otherwise expressly stated therein, shall be deemed to have been prepared in accordance with the principles of the latest edition of Standard Specification for Road & Bridge Construction of the Ministry of Roads & Public Works.
- m) “Authorised” “Directed” or “Approved” shall mean the authority, direction or approval of the Engineer.
- n) Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess of the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Engineer.
- o) (a) Hard material, in this Contract, shall be defined as the material which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and which cannot be extracted by ripping with a dozer tractor of at least 150 brake horse power (112 kilowatt) with a single, rear-mounted, hydraulic ripper. Boulders of more than 0.2m³ occurring in soft material shall be classified as hard material.
- (b) Soft material shall be all material other than hard material.

2.0 The objectives of the Bills of Quantities are;

- (a) To provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) When a Contract has been entered into, to provide a priced Bills of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bills 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 cost. Consistent with these requirements, the layout and content of the Bills of Quantities should be as simple and brief as possible

3.0 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 Bills of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be 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 Contractor'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 different 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 Bills of Quantities.
- (ii) The brief description of the items in the Bill of Quantities should in no way modify or supersede the detailed descriptions given in the Contract drawings, Conditions of Contract and Specifications.
- (iii) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.
- (iv) The following units of measurement and abbreviations are recommended for use.

UNITS OF MEASUREMENT

Unit	Abbreviation	Unit	Abbreviation
Cubic meter	m ³ or cu m	Millimetre	mm
Hectare	Ha	Month	Mon
Hour	hr.	Number	Nr or No
Kilogram	Kg	Square meter	m ² or Sq m
Lump sum	Ls	Square millimetre	mm ² or sq mm
Linear Meter	Lm	Week	Wk
Metric ton	T	Prime cost sum	Pc sum
Vehicle month	V.mth	Kilometre	Km

- (v) 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 excavated 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) Daywork Schedule

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

- (i) a list of the various classes of labour, and materials for which basic Daywork rates or prices are to be 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 to be 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 Provisional 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 Bills of Quantities, and not by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bills of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a "Provisional Sum" in the Summary of the Bills of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.
- (ii) Provisional Sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialised Works should be included as a section of the main Bill of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of the specialised firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only Provisional Sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

(iii) Unless otherwise provided in the Contract, the Provisional Sums included in the Bills of Quantities should always be expended in whole or in part at the discretion of the Engineer after full consultation with the Employer.

(e) Summary

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

BILLS OF QUANTITIES

RECARPETING OF RUNWAY 17/35 INCLUDING MANDATORY MARKING- MALINDI AIRPORT					
Tender No.					
Bill of Quantities					
Bill No. I	General: Office administration and overheads/Preliminaries				:
Item No.	Description	Units	Qty	Unit Bid Rate(Ksh)	Amount Ksh
1.01	Provide, Equip and maintain a furnished Engineer's brand new 20 ft containerized site office as specified with air conditioning, full electrical package (load centre, interior lights and utility outlets) commercial grade flooring and full insulation to the approval of the Engineer. Rate to include cost to concrete base as per specification. Ownership to revert to the employer at the end of the contract.	No	2		
1.02	Allow a Prime Cost Sum of Kshs. 2,000,000.00 for materials testing including tools and equipment's whose ownership shall revert to employer at end of contract.	P.C	1	2,000,000.00	2,000,000.00
1.03	Include percentage of P.C Sum in item 1.02 for contractor's overheads and profit.	%			
1.04	Allow a prime cost Sum of Ksh.500, 000.00 for Engineer's miscellaneous account.	P.C	1	500,000.00	500,000.00
1.05	Include percentage of P.C sum in item 1.04 for contractor's overheads and profit.	%			
1.06	Wages for Engineer's site staff including whose employment shall be determined by the employer as per specification.	Month	7		
1.07	Provide with driver, fuel, service and maintain, insure 1No. New clean 4WD Double cab pickup vehicle, diesel engine capacity 2500-3000 cc for exclusive use of the Engineer inclusive of the first 4,000 km per vehicle month to Engineer's approval. Vehicle to revert back to the contractor.	Veh. Month	7		
1.08	Extra over item 1.08 for mileage over 4,000km per vehicle month inclusive of of all fuels, lubricants, servicing and maintenance insurances and driver.	KM	5,000		
1.9	Provide survey equipment be used by the Engineer's survey team as per specification. Ownership to reverts to the employer	Item	1		
Total of Bill Carried Forward to Summary Sheet					

Project	RECARPETING OF RUNWAY 17/35 INCLUDING MANDATORY MARKING- MALINDI AIRPORT				
Tender No.					
Bill of Quantities					
Bill No.5	EARTHWORKS AND PAVEMENT LAYER CONSTRUCTION				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount Ksh
5.01	Milling from existing pavement and carting away to spoil as directed by Engineer for bituminous materials average depth of 50mm	CM	670		
Total Carried Forward to Summary Sheet					

Project	RECARPETING OF RUNWAY 17/35 INCLUDING MANDATORY MARKING- MALINDI AIRPORT				
Tender No.					
Bill of Quantities					
Bill No.15	BITUMINOUS SURFACE TREATMENT AND SURFACE DRESSING				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount Ksh
15.01	Prepare surface of runway, taxiway, apron and shoulders, provide and spray MC-30 cutback bitumen at a rate of 1.0 -1.2 lt/m2 as prime coat.	Lts	13560		
15.02	Prepare primed surfaces, provide and spray K1-60 bitumen emulsion as tack coat at a spray rate of 0.8 - 1.0 lt/m2 as directed by Engineer.	Lts	54,300		
Total Carried Forward to Summary Sheet					

Project	RECARPETING OF RUNWAY 17/35 INCLUDING MANDATORY MARKING- MALINDI AIRPORT				
Tender No.					
Bill of Quantities					
Bill No.16	BITUMINOUS MIXES				
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount Ksh
16.01	Provide, place and compact 35mm asphalt concrete Type I with 5-7% nominal bitumen content by weight to total mix as wearing Course on Runway, Taxiway & Apron as directed by Engineer.	m ³	2,174		
Total Carried Forward to Summary Sheet					

Project	RECARPETING OF RUNWAY 17/35 INCLUDING MANDATORY MARKING- MALINDI AIRPORT				
Tender No.					
Bill of Quantities					
Bill No.20	ROAD FURNITURE				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount Ksh
20.01	Prepare surface and paint with approved reflectorized white and yellow road marking paints for pavement marking as directed by the Engineer	m ²	2,000		
20.02	Provide project signboard being 1200mm x 600mm Gauge 14 (1.99mm thick) mild steel plate welded onto 50mm x 50mm x 3mm square hollow sections frame, 2.5m frame with 0.5m fixed below ground, and painted approved colours for the duration of the project including the defects liability period	No	1		
Total Carried Forward to Summary Sheet					

Project	RECARPETING OF RUNWAY 17/35 INCLUDING MANDATORY MARKING- MALINDI AIRPORT				
Tender No.					
Bill of Quantities					
Bill No.22	DAYWORKS (RATES ONLY)				
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount Ksh
LABOUR					
All items for labour must be priced. Only the actual time engaged upon the work will be paid for. NOTE: The rate inserted herein shall include all costs of labour as well as overtime, travelling, time and cost of accommodation, social security, contributions, use and maintenance of small tools of trade, supervision, insurance, overheads, profits and any other cost allowance.					
22.01	Unskilled Labour	Hrs	30		
22.02	Carpenter/ stone mason	Hrs	30		
22.03	Blaster (or certified explosives handler)	Hrs	30		
22.04	Artisan	Hrs	30		
22.05	Watchman (all round surveillance)	Hrs	4		
22.06	Senior Foreman having Higher National Diploma (HND) and at least 10 years' experience	Hrs	10		
22.07	Foreman having Ordinary Diploma (OD) and at least 5 years' experience	Hrs	10		
22.08	Senior Surveyor having Higher National Diploma (HND) and at least 10 years' experience	Hrs	10		
22.09	Surveyor having Ordinary Diploma (OD) and at least 5 years' experience	Hrs	1		
22.10	Graduate Engineer	Hrs	1		
22.11	Registered Engineer	Hrs	1		
MATERIALS					
All materials should comply with the specification. The rates inserted herein are to include for delivery to site, storage, handling, overheads and profit					
22.12	Ordinary Portland Cement	Tonne	1		
22.13	Hydrated Lime	Tonne	1		
22.14	Aggregates for Concrete				
	a) Sand	m ³	1		
	b) Coarse aggregate (12mm)	m ³	1		
	c) Coarse aggregate (20mm)	m ³	1		
22.15	Bitumen				
	a) 80/100 Penetration Grade Bitumen	Litre	1		
	b) MC 30 Cutback Bitumen	Litre	1		
	c) MC 3000 Cutback Bitumen	Litre	1		
	d) K 1-70 Bitumen Emulsion	Litre	1		
	e) Kerosene	Litre	1		

22.16	Asphalt Concrete Type I				
	a) 0/14mm grading	m ³	1		
	b) 0/20mm grading	m ³	1		
22.17	Class 2-3 Chippings for Bituminous Surface Dressing				
	a) 0/6 mm (quarry dust)	m ³	1		
	b) 6/10mm	m ³	1		
	c) 10/14mm	m ³	1		
	d) 14/20mm	m ³	1		
22.18	Approved quarry waste	Tonne	1		
22.19	Hard-core	Tonne	1		
22.20	Building Stone	Tonne	1		
22.21	Gravel				
	a) Natural Base Standard Gravel (Minimum CBR-80%)	m ³	1		
	b) Natural Sub-Base Standard Gravel (Minimum CBR- 30%)	m ³	1		
	c) Natural Gravel for shoulders (Minimum CBR-20%)	m ³	1		
	PLANT & EQUIPMENT				
	Where items of major plant listed in the schedule of Day works are specified by type (e.g. Cat D7, Cat 120H) the power rating of such plant is that manufactured within the two years prior to the date of tender. Any plant employed upon day works which have power rating lower than that stated above shall be paid for at rates lower than those schedule of day works. The deduction in the payable rates shall be in proportion to the power rating below the specified above plant.				
22.21	Cat D6 bull dozer or equivalent with Dozer/ Ripper attachment.	Hr	2		
22.22	Cat 140H motor grader or equivalent complete with scarifier.	Hr	2		
22.23	Vibrating roller (10 tonnes).	Hr	2		
22.24	Hand propelled vibrating roller.	Hr	2		
22.25	Hand held Lawn mower	Hr	2		
22.26	Cat 950G wheel loader or equivalent.	Hr	2		
22.27	15 tonne tipper lorry.	Hr	2		
22.28	10 tonne tipper lorry.	Hr	2		
22.29	50 mm Delivery water pump and motor.	Hr	2		
22.30	Concrete mixer 0.3 - 0.7 m ³ /min.	Hr	2		
22.31	15 tonne pneumatic self-propelled roller.	Hrs	2		
22.32	As item 22.31 but 10 tonnes.	Hrs	2		
22.33	16-18 tonnes smooth wheel roller.	Hrs	2		
22.34	As item 22.33 but 10 tonne.	Hrs	2		
22.35	One ton hand-propelled vibrating roller.	Hrs	2		
22.36	Hand held rammer compactor or equivalent.	Hrs	2		
22.37	1.7m ³ traxcavator with loader attachments	Hrs	2		

22.38	A half to one & a half tonne capacity pick-up.	Hrs	2		
22.39	Compressor dia. (250 c.f.m.) complete with all tools, hoses, steels etc.	Hrs	2		
22.40	50-75mm delivery water pump and motor.	Hrs	2		
22.41	Concrete vibrator (poker type).	Hrs	2		
22.42	Self-propelled water tanker 6,000-10,000 litre minimum capacity with pick-up pump.	Hrs	2		
22.43	Mechanical broom	Hrs	2		
22.44	Pressure bitumen distributor 4500-8000 litres capacity.	Hrs	2		
22.45	As item 22.44 but 3000 litres.	Hrs	2		
22.46	Mechanical chips spreader	Hrs	2		
Total Carried Forward to Summary Sheet					

Project	RECARPETING OF RUNWAY 17/35 INCLUDING MANDATORY MARKING-MALINDI AIRPORT	
Tender No.		
SUMMARY		
Item No.	Description	Amount (Kshs)
1	GENERAL: Office administration and overheads/Preliminaries	
5	EARTHWORKS AND PAVEMENT LAYER CONSTRUCTION	
15	BITUMINOUS SURFACE TREATMENT AND SURFACE DRESSING	
16	BITUMINOUS MIXES	
20	ROAD FURNITURE	
22	DAYWORKS	
	Sub Total 1	
	Add 2.5% of Sub-Total 1 of Bills as Provisional Sum for contingencies to be expended in the whole or part or deleted by the Engineer	
	Sub Total 2	
	Add 16% of Sub-Total 2 for Value Added Tax (VAT)	
	Sub-Total - 3	
	Grand Total Carried to page on the form of Tender	

SECTION VIII – STANDARD FORMS

List of Standard Forms

- i. Form of Tender
- ii. Appendix to Form of Tender
- iii. Form of Agreement
- iv. Form of Tender Security
- v. Performance Bank
- vi. Bank Guarantee for Advance Payment
- vii. Tender Questionnaire
- viii. Confidential Business Questionnaire
- ix. Certificate of Tenderer's Site visit
- x. Details of Sub-Contractors
- xi. Key Personnel
- xii. Schedule of completed Civil Works
- xiii. Schedule of Ongoing Projects
- xiv. Other Supplementary Information
- xv. Declaration Form
- xvi. Litigation History
- xvii. Self-Declaration form

(i) FORM OF TENDER

---/-----/2020

TO: **The Managing Director,
Kenya Airports Authority,
P.O. Box 19001 – 00501,
Nairobi**

**RECARPETING OF RUNWAY 17/35 INCLUDING MANDATORY MARKING –
MALINDI AIRPORT.**

Dear Sir/Madam,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]
2. We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to this Form of Tender.
3. We agree to abide by this Tender until [120 days], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

duly authorized to sign Tenders for and on behalf of

[Name of Bidder]

of _____

[Address of Bidder]

Witness; Name _____

Address _____

Signature _____

Date _____

(ii) APPENDIX TO FORM OF TENDER

(This appendix forms part of the Tender)

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Tender Security		Kshs.1,500,000/=
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	10 percent of Tender Sum in the form of Unconditional Bank Guarantee
Revised Program of works to be submitted	14.1	Not later than 28 days after issuance of Order to Commence
Cash flow estimate to be submitted	14.3	Not later than 28 days after issuance of Order to Commence
Minimum amount of Third Party Insurance	23.2	Kshs.50,000,000/=
Period for commencement, from the Engineer's order to commence	41.1	28 days
Time for completion	43.1	Six (6) Months
Amount of liquidated damages	47.1	Kshs. 200,000/= per day
Limit of liquidated damages	47.1	10% of Contract Value
Defect Liability period	49.1	12 Months
Percentage of Retention	60.2	10% of Interim Payment Certificate
Limit of Retention Money	60.2	10% of Contract Price
Minimum amount of interim certificates	60.2	Kshs.25,000,000.00
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60.4	30 days
Appointer of Arbitrator	67(3)	Chief Justice of The Republic of Kenya
Notice to Employer and Engineer	68.2	The Employers address is: Kenya Airports Authority, P.O. Box 19001 – 00501, <u>Nairobi</u> The Engineer's address is: General Manager (P & Es), Kenya Airports Authority, P.O. Box 19001 – 00501, Nairobi

Signature of Bidder..... Date.....
(Affix stamp)

(iii) FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____
between _____ of [or whose
registered office is situated at] _____
(hereinafter called “the Employer”) of the one part AND
_____ of [or
whose registered office is situated at]
_____ (hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____ (Name and identification number of Contract) (hereinafter called “the Works”) located
at _____ [Place/location of the Works] and the Employer has
accepted the Tender submitted by the Contractor for the execution and completion of
such Works and the remedying of any defects therein for the Contract Price of
Kshs _____ [Amount in figures], Kenya
Shillings _____ [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

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

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The _____ common _____ Seal _____ of _____

Was hereunto affixed in the presence of

Signed Sealed, and Delivered by the said

Binding Signature of Employer

Binding Signature of Contractor

In the presence of

(i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

(iv) FORM OF TENDER SECURITY

WHEREAS _____
(hereinafter called “the Tenderer”) has submitted his Tender dated _____
_____ For **RECARPETING OF RUNWAY 17/35
INCLUDING MANDATORY MARKING – MALINDI AIRPORT**

KNOW ALL PEOPLE by these presents that WE

_____ having our registered office at
_____ (hereinafter called “the Bank”),
are bound unto _____ (hereinafter called “the Employer”) in
the sum of Kshs _____ for which payment well and truly to be made to
the said Employer, the Bank binds itself, its successors and assigns by these presents sealed
with the Common Seal of the said Bank this _____ Day of
_____ 20 _____

THE CONDITIONS of this obligation are:

1. If after Tender opening the Tenderer withdraws his Tender during the period of Tender validity specified in the instructions to Tenderers
Or
2. If the Tenderer, having been notified of the acceptance of his Tender by the Employer during the period of Tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;
 - (c) Rejects a correction or an arithmetic error in the Tender.

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 one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[date [_____
[signature of the Bank]

[Witness] [Seal]
(Amend accordingly if provided by the Insurance Company)

(v) PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: _____(Name of Employer) _____(Date)
_____(Address of Employer)

Dear Sir,

WHEREAS _____(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Works”);

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings _____ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(vi) BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

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

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

(vii) TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of Tenderer
.....
2. Full address of Tenderer to which Tender correspondence is to be sent (unless an agent has been appointed below)
.....
3. Telephone number (s) of Tenderer
.....
4. Telex address of Tenderer
.....
5. Electronic mail address of Tenderer
.....
6. Name of Tenderer's representative to be contacted on matters of the Tender during the Tender period
.....
7. Details of Tenderer's nominated agent (if any) to receive Tender notices. This is essential if the Tenderer does not have his registered address in Kenya (name, address, telephone, telex)

Signature of Tenderer

Make copy and deliver to:

(Name of Bidders Authorized agent)

(viii) **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

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

Nature of Business.....

Current Trade Licence No..... Expiring date.....

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

Name in full	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			

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 in full . Nationality. Citizenship Details*. Shares.

1.....

2.....

3.....

4.....

Part 2(d) – Interest in the Firm:

Is there any person / persons in **Kenya Airports Authority** who has interest in this firm? Yes/No..... (Delete as necessary)

I certify that the information given above is correct.

.....
.....

(Title)

(Signature)

(Date)

* Attach proof of citizenship



(ix) **CERTIFICATE OF TENDERER'S VISIT TO SITE**

This is to certify that

[Name/s].....

.....

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

.....

.....

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

RECARPETING OF RUNWAY 17/35 INCLUDING MANDATORY MARKING – MALINDI AIRPORT

TENDER No; KAA/OT/MLD/0090/2019-2020

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

Signed.....

(Employer's Representative)

.....

NOTE: This form is to be completed on site on the date of the site visit.

(x) DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the Tender.

(1) Portion of Works to be sublet:

(i) Full name of Sub-contractor and address of head office:

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with Contract value:

(2) Portion of Works to sublet.....

(i) Full name of sub-contractor and address of head office:

(ii) Sub-contractor's experience of similar works carried out in the last years with contract value:

[Signature of Tenderer)

Date

(xi) **KEY PERSONNEL**

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE
Site Agent/ Site Engineer			
Site Foreman			
Engineering Surveyor			
Laboratory Technologist			

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

(xii) SCHEDULE OF COMPLETED SIMILAR WORKS CARRIED OUT BY THE TENDERER IN THE LAST FIVE YEARS

DESCRIPTION OF WORKS AND CLIENT	TOTAL VALUE OF WORKS (KSHS)	CONTRACT PERIOD (YEARS)	YEAR COMPLETED

I certify that the above Civil Works were successfully carried out and completed by ourselves.

.....
(Title)

.....
(Signature)

.....
(Date)

*Value in Kshs using Central Bank of Kenya mean exchange rate at a reference date 30 days before date of Tender opening.

(xiii) SCHEDULE OF ONGOING PROJECTS

Description Of Work and Client	Contract Period	Commencement Date	Date Of Completion	Total Value Of Works (Kshs.)	Percentage Completed To Date

I certify that the above Civil Works are being carried out by ourselves and that the above information is correct.

.....

(Title)

.....

(Signature)

.....

(Date)

(xiv) OTHER SUPPLEMENTARY INFORMATION

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

2. 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

3. Name, address, telephone, telex, fax numbers of the Tenderer's Bankers who may provide reference if contacted by the Employer.

4. Information on current litigation in which the Tenderer is involved.

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

I certify that the above information is correct

.....
Title *Signature* *Date*

(xv) LITIGATION HISTORY

Tenderer:

Firms, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture

Date (month and year)	Award FOR or AGAINST Firm	Name of client, cause of litigation and matter in dispute	Disputed amount (current value, Kshs.)

Date

Seal/Signature of Candidate

(xvi) SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We *(insert the name of the company/supplier)*
declare and guarantees that no offer, gift or payment consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply-

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KAA
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KAA may have

Name.....Signature.....Date.....

Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We *(insert the name of the company/supplier)*
declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name..... Signature..... Date.....

Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

We *(insert the name of the company/ supplier)*..... declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date.....

Company Seal/Business Stamp

SPECIAL CONDITIONS OF CONTRACT ON RISK, SAFETY AND HEALTH

1. Risk Assessment

The contractor shall prepare and submit a risk assessment prior to commencing the works under the contract. The risk assessment form shall be used to record the risk assessment and risk control methods to be employed by the contractor. The completed risk assessment shall be submitted to the KAA for review and approval prior to commencement of works under the contract.

2. Health and safety plan


Prior to commencing the works under the contract, the contractor shall submit to KAA a health and safety plan specific to the contract and works. The contractor shall complete the health and safety plan in conformance with requirements set out in the KAA's guidelines for preparing health and safety plans. The health and safety plan shall consider and respond to the specific hazards and issues relevant to the contract works and shall document the systems and methods to be implemented for the term of the contract. The KAA shall review the health and safety plan and formal approval to commence the contract shall be provided subject to acceptance of the health and safety plan.

3. Incident notification

The contractor must notify KAA within 24 hours of any accident, injury, property or environmental damage that occurs during the duration of the contract. The contractor must provide a report of any such incident within three days, giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future. This requirement is in addition to, and independent of, any incident notification duty required by law

4. Non compliance

If, during the performance of works under the contract, KAA informs the contractor that it is the opinion of KAA that the contractor is: not conducting the work in compliance with the contractor's health and safety plan, relevant legislation or health and safety procedures provided by KAA from time to time, or conducting the work in such a way as to endanger the health and safety of contractors' employees or the authority's or its contractors' and subcontractors' employees, airport users, operators, members of public, plant, equipment or materials, the contractor shall remedy that breach of health and safety promptly.

 Kenya Airports Authority	HEALTH AND SAFETY MANUAL – HSM VERSION 01.	Document Reference: CAA/CON/SHE/001
CONTRACTOR SAFETY, HEALTH & ENVIRONMENTAL QUESTIONNAIRE.		

Notice!

This questionnaire forms part of Kenya Airports Authority tender evaluation process and is to be completed by Tenderers and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderers Safety, Health and Environment Management System. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity for relevant matters.

CONTRACT No.

CONTRACT DESCRIPTION:

RESPONSIBLE PERSON

CONTRACTOR

DATE




HEALTH AND SAFETY MANUAL – HSM
VERSION 01.


Document Reference:
KAA/CON/SHE/001

CONTRACTOR SAFETY, HEALTH & ENVIRONMENTAL QUESTIONNAIRE.

Tenderer Safety, Health and Environmental Questionnaire		Yes	No
1.0	SHE Policy & Management.		
1.1	Is there a written company Safety, Health and Environmental Policy?		
1.2	If yes provide a copy of this Policy		
2.0	Does the company have a SHE Management System certified by recognized independent authority e.g. ISO 18001, ISO 14001?		
2.1	If yes provide details		
3.0	Is there a company SHE Management System manual or plan?		
3.1	If yes provide a copy of the content page (S)		
4.0	Are Safety, Health & Environment responsibilities clearly identified for all levels of management and staff?		
4.1	If yes provide details		
5.0	Are there documented Safety Work Practices and Procedures for the normal work done by the company?		
6.0	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?		
6.1	If yes provide a summary listing of procedures or instructions.		
7.0	Is there a register of injury document?		
7.1	If yes provide details.		
8.0	Is there a documented incident investigation procedure?		
8.1	If yes provide a copy of a standard incident report form.		
9.0	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated /owned by the company?		
9.1	If yes provide details.		
10.0	Are there procedures for storing and handling hazardous substances?		
10.1	If yes provide details.		
11.0	Are there procedures for identifying, assessing and controlling risks associated with manual handling?		

	HEALTH AND SAFETY MANUAL – HSM VERSION 01.	Document Reference: KAA/CON/SHE/001
CONTRACTOR SAFETY, HEALTH & ENVIRONMENTAL QUESTIONNAIRE.		

11.1	If yes provide details		
12.0	SHE Training		
12.1	Describe how Safety, Health and Environmental training is conducted in your company.		
12.2	Is a record maintained of all training and induction programs undertaken for employees in your company?		
12.3	If yes provide examples of Safety Training records.		
13.0	Safety, Health and Environmental Workplace Inspection		
13.1	Are regular Safety, Health & Environmental Inspections at Worksites undertaken?		
13.2	If yes provide details.		
13.3	Is there a procedure by which employees can report hazards at workplaces?		
13.4	If yes provide details.		
14.0	Safety, Health & Environmental Consultations		
14.1	Is there workplace Safety, Health & Environmental Committee?		
14.2	Are there employees involved in decision making over SHE matters?		
14.3	If yes provide details		
14.4	Are there employee elected Safety, Health and Environmental representatives?		
15.0	SHE Performance Monitoring		
15.1	Is there a system of recording and analyzing Safety, Health and Environmental performance statistics including number and type of injuries and incidents?		
15.2	If yes provide details		
15.3	Are employees regularly provided with information on company Safety, Health and Environmental performance?		
15.4	If yes provide details		

		HEALTH AND SAFETY MANUAL – HSM VERSION 01.		Document Reference: CAA/CON/SHE/001	
CONTRACTOR SAFETY, HEALTH & ENVIRONMENTAL QUESTIONNAIRE.					
15.5	Has the company ever been convicted of an occupational Safety, Health and Environmental offence?				
15.6	If yes provide details				
16.0	Company Reference				
16.1	Provide the following information for the three (3) most recent contracts completed by the company.				
Other Comments:					