

# COUNTY GOVERNMENT OF ISIOLO



## DEPARTMENT OF ROADS AND INFRASTRUCTURE

TENDER NO. CGI/RD/13/2023

### ROUTINE MAINTENANCE AND SPOT IMPROVEMENT FOR MALKA ROAD

MARCH, 2023

COUNTY GOVERNMENT OF ISIOLO  
P.O. BOX 36-60300  
ISIOLO.

CHIEF OFFICER ROADS AND INFRASTRUCTURE  
ISIOLO COUNTY GOVERNMENT  
P.O. BOX 36-60300  
ISIOLO

ROUTINE MAINTENANCE AND SPOT IMPROVEMENT CONTRACT FOR MALKA ROAD

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## **SECTION 1: INVITATION TO TENDER**

County government of Isiolo invites bids from eligible construction companies registered with the **National Constuction Authority (NCA)in Category NCA 8 and Above the ROUTINE MAINTENANCE AND SPOT IMPROVEMENT CONTRACT FOR MALKA ROAD** to be funded by County Government of Isiolo.

## **SCOPE OF WORK**

The scope of works shall be as described in the tender document.

## **QUALIFICATION FOR TENDERING**

### **Mandatory Requirements**

The following **MUST** be submitted together with the bid;

1. Copy of Certificate of incorporation
2. Copy of **Valid** Annual Practising Licence with the National Construction Authority in the classes specified above
3. Copy of **Valid** Tax Compliance Certificate
4. Copy of recent CR 12 form
5. **Valid** Business Permit
6. Certified copies of ID(s) of Directors
7. Similar previous experience is required
8. Professional and technical experience – five years experience and above
9. Sequential serialization of all pages
10. Form of tender correctly filled

### **Note:**

**All submitted Documents may be verified from the issuing agencies, County Reserves the right to verify all submitted documents**

**HEAD OF PROCUREMENT  
COUNTY GOVERNMENT OF ISIOLO,  
P. O. BOX 36-60300,  
ISIOLO, KENYA**

Or deposited in the Tender Box at the Procurement office to be received on or before, **Monday 27<sup>th</sup> March, 2023 at 11.00 am.**

Tenders will be opened immediately thereafter in the presence of Tenderers/Representatives who wish to attend at the **Treasury building.**

**A. FINANCIAL EVALUATION**

**32 COMPARISON OF MAJOR RATES OF ITEMS OF CONSTRUCTION OR CREDIBILITY OF TENDERERS RATES.**

The Employer will compare the tenderers' rates with the Engineer's estimates for major items of construction. If some bids are seriously unbalanced or front loaded in relation to the Engineer's estimates for the major items of work to be performed under the contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. **The bidder shall within four (4) days after issuance of the written notice by the employer, or such further time as the employer may allow, provide a satisfactory analysis failure to which the tender shall be rejected.**

**33 PREFERENCE FOR DOMESTIC BIDDERS**

This will not be applicable for this bid.

**B. AWARD OF CONTRACT**

**34 AWARD**

- 34.1 Subject to Clause 31, the Employer will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price pursuant to Clause 19, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Sub-Clause 3.1, and (b) qualified in accordance with the provisions of Clause 4.

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

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

### **36 NOTIFICATION OF AWARD**

- 36.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing or by cable confirmed by registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall specify the sum, which the Employer will pay the Contractor in consideration of the execution and completion of the works and the remedying of any defects therein by the Contractor as prescribed by the contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 36.2 At the same time that the Employer notifies the successful bidder that his bid has been accepted, the Employer shall notify the other bidders that their bids have been unsuccessful and that their bid security will be returned as promptly as possible, in accordance with sub clause 17.4.

### **37 SIGNING OF AGREEMENT**

- 37.1 Within 11 days of receipt of the notification of award, the successful bidder shall sign the Form of Agreement and return it to the Employer, together with the required performance security.
- 37.2 Within 18 days of issuance of the notification of award, the Employer shall sign the Form of Agreement as received from the contractor.

### **38 CONTRACT EFFECTIVENESS**

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

### **39 EXECUTION OF WORKS**

- 39.1 The work execution will be carried out based on the documents as listed below.
- a. Conditions of Contract Part I: General Conditions of Contract
  - B. Conditions of Contract Part II (Conditions of Particular Application)
  - c. Road Maintenance Manual
  - d. Standard Specifications
  - e. Special Specifications
  - f. Supervision and Contract Evaluation Manual
  - g. Bills of Quantities

**FORM OF BID**

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

**NAME OF CONTRACT:**

**ROUTINE MAINTENANCE AND SPOT IMPROVEMENT CONTRACT FOR MALKA ROAD**

TO: CHIEF OFFICER  
ROADS AND INFRASTRUCTURE,  
P. O. Box 36-60300,  
**ISIOLO**

Sir,

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

(Insert Amount in words)

.....  
.....

(Insert amount in figures)

.....  
.....

We undertake, if our bid is accepted, to commence the works within Fourteen (14) days of receipt of the Engineer's order to commence, and to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix to Bid.

If our bid is accepted we will, when required, obtain the guarantee of a Bank or other sureties (to be approved by you) to be jointly and severally bound with us in a sum not exceeding 5% of the above named sum for the due performance of the contract under the terms of a Bond to be approved by you.

We agree to abide by this bid for the period of 110 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this ..... Day of ..... 20 .....

Signature.....in the capacity of .....

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

.....

(Address of Tenderer).....



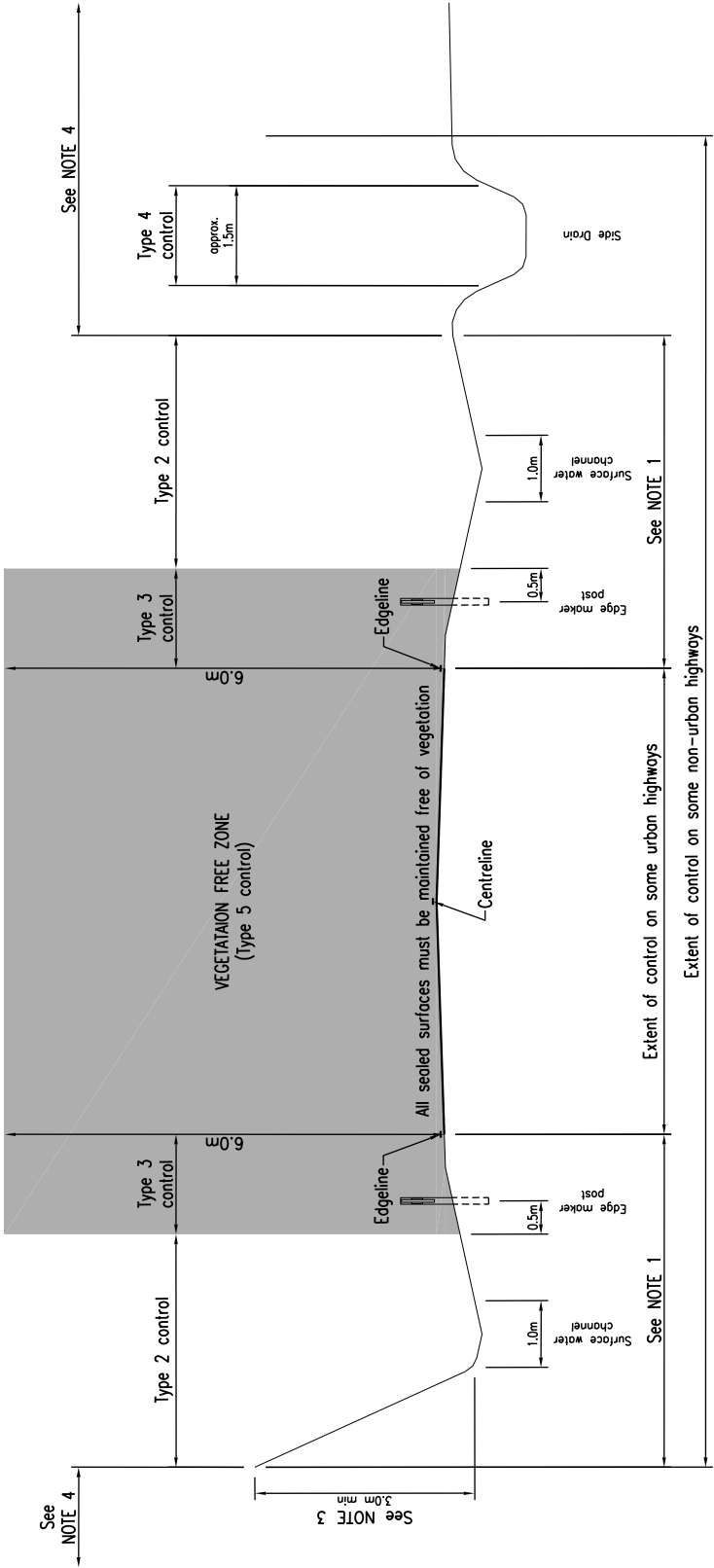
## **SECTION 2: APPENDIX TO FORM OF BID**

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

<b>CONDITIONS OF CONTRACT</b>	<b>CLAUSE</b>	<b>AMOUNT/DESCRIPTION</b>
Minimum amount of Contractor's All risk Insurance	13.1	Contract Price
Period for commencement, from Engineer's order to commence	41.1	14 days
Contract Period	43.1	Four (4) months
Period of Contract Validity	60	From contract signing up to the date of settlement of the agreed final statement issued pursuant to clause 60.6.
Advance Payment	60.11	Not Applicable
Advance Payment Security	60.11	Not Applicable
Amount of liquidated damages	47.1	0.05% of Contract Price per day
Limit of liquidated damages	47.1	5% of Contract Price
Percentage of Retention	60.3	0% of Interim Payment Certificate
Time within which payment to be made after Final Payment Certificate signed by Engineer	60.10	45 days
Notice to Employer and Engineer	68.1  68.4	The Employers address is: County Government Of Isiolo P.Box. 36- 60300 <u>ISIOLO</u> The Engineer's address is: CHIEF OFFICER ROADS AND INFRASTRUCTURE COUNTY GOVERNMENT OF ISIOLO P.Box. 36- 60300 <u>ISIOLO</u> <b>The Contractor address is:</b>  Name.....  P.O Box.....  <b>City/Town.....</b>  <b>Email.....</b>  <b>Telephone.....</b>

**Signature of Tenderer.....**                      **Date .....**

EXTENT AND TYPE OF VEGETATION CONTROL



- NOTE 1 this distance must be a minimum of 3.0m on straights and on the outside of curves and a minimum of 5.0m on the inside of curves.
- NOTE 2 Vegetation free zone must be maintained free of all vegetation.
- NOTE 3 A minimum of 3m to be maintained on the cuts up, and 2m on slope down.
- NOTE 4 These areas must be maintained according to the local requirements

### **SECTION 3: BILLS OF QUANTITIES**

## **PREAMBLE TO BILL OF QUANTITIES**

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

The price and rates entered in the Bills of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance testing, materials, erection, maintenance of works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the contract by the Engineer and his staff.



BILL OF QUANTITIES		
Summary		
Item No.	Description	Amount (KShs)
1	General: Office administration and overheads/Preliminaries	-
4	Bush Clearing	
10	Grading	
	<b>Sub Total</b>	-
	16%VAT	-
	<b>Grand Total Carried to page on the form of Tender</b>	-

BILL OF QUANTITIES					
Bill No.1	General: Office administration and overheads/Preliminaries				
Item No.	Description	Units	Quantity	Rates (Kshs)	Total Amount (Kshs)
01-80-016	Provide and erect publicity signs as directed by the Engineer	NO.	2		
01-80-030	Allow a prime cost for attendance to the supervisory staff including overtime	PC SUM	200,000.00	1.00	200,000.00
	<b>Total</b>				

BILL OF QUANTITIES					
Bill No.4	Bush Clearing				
Item No.	Description	Units	Quantity	Rates (Kshs)	Total Amount (Kshs)
07-50-001	Heavy Bush Clearing	M <sup>2</sup>	20,000		
	<b>Total</b>				



Bill of Quantities					
Bill No.10	GRADING WORKS				
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
10-50-001	Heavy Grading without watering and compaction as directed by the Engineer	M <sup>2</sup>	80,000.00		
10-70-002	Provide Gravel wearing course Excavate,free Haul,spread, water and compact	M <sup>3</sup>	1800.00		
	<b>Total Carried Forward to Summary:</b>				



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