

Section IX - Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institution is: IDA and AfD
GCC 1.1 (r)	The Employer is: COUNTY GOVERNMENT OF NYANDARUA P.O Box 701 – 20303, OLKALOU, KENYA.
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <i>[As Per Commencement Letter to be Issued to the Successful Bidder]</i>
GCC 1.1 (y)	The Project Engineer is: CHIEF OFFICER, DEPARTMENT OF LANDS, PHYSICAL PLANNING AND URBAN DEVELOPMENT. P.O Box 701 – 20303, OLKALOU. NYANDARUA, KENYA
GCC 1.1 (aa)	The Site is located at: Informal Settlements - Huruma in OIKalou Town and Njabini in Njabini Town Within Nyandarua County.
GCC 1.1 (dd)	The Start Date shall be: <i>[As per Commencement Letter to be Issued to the Successful Bidder]</i>
GCC 1.1 (hh)	The Works consist of: Construction of Roads/Footpaths & Drainage Systems and Public Lighting Infrastructure Works in Selected Informal Settlements of Huruma in OIKalou Town and Njabini in Njabini Town Within Nyandarua County.
GCC 2.2	Sectional Completions are: <i>[Not Applicable]</i>
GCC 2.3(i)	The following documents also form part of the Contract: <i>[As per GCC 2.3]</i>

GCC 3.1	The language of the contract is: <i>[English].</i> The law that applies to the Contract is the law of <i>[Kenya].</i>
GCC 5.1	The Project Engineer <i>[may]</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>[Not Applicable]</i>
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: <i>[...10% of the Claimed Amount].</i> (b) For loss or damage to Equipment: <i>[...10% of the Claimed Amount].</i> (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract : <i>[...Kes 25,000]</i> (d) for personal injury: (i) of the Contractor's employees: <i>[Kes 5,000].</i> (ii) of other people: <i>[As per the Laws of Kenya].</i> (e) for personal Death or Permanent Disability: (i) of the Contractor's employees: <i>[As per the Laws of Kenya].</i> (iii) of other people: <i>[As per the Laws of Kenya].</i> (f) Other insurances required by Laws and by local practice Motor Vehicle Insurances (As per the Laws of Kenya)
GCC 14.1	Site Data are: <i>[Refer to GCC 14.1]</i>
GCC 20.1	The Site Possession Date(s) shall be: <i>[Informal Settlements - Huruma in OIKalou Town and Njabini in Njabini Town Within Nyandarua County and date to be advised to the Successful Bidder]</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>[To be Agreed between Parties Prior to Contract Signature].</i>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[To be advised].</i>
GCC 24.4	<i>[For smaller contracts, the institution is usually from the Employer's Country. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution]</i>

	<p>Institution whose arbitration procedures shall be used: <i>[To be advised]</i>.</p> <p>The place of arbitration shall be: <i>[To be Agreed between the Parties Prior to Contract Signature]</i>.</p>
B. Time Control	
GCC 28.1	The Contractor shall submit for approval a Program for the Works within <i>[14]</i> days from the date of the Letter of Acceptance.
GCC 28.3	<p>The period between Program updates is <i>[As Instructed by the Engineer/Employer]</i>.days.</p> <p>The amount to be withheld for late submission of an updated Program is <i>[Kes 200,000]</i>.</p> <p>The period for submission of progress reports is <i>[30 Days]</i> days.</p>
C. Quality Control	
GCC 36.1	The Defects Liability Period is: <i>[12] Months.</i>
D. Cost Control	
GCC 40.7	If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be <i>_[To Be Advised]_</i> % of the reduction in the Contract Price.
GCC 46.1	The currency of the Employer's Country is: <i>[Kenya Shilling]</i> .
GCC 47.1	The Contract <i>["is not"]</i> subject to price adjustment in accordance with GCC Clause 45.
GCC 48.1	<p>The proportion of payments retained is: <i>[10%]</i></p> <p>Limit of Retention Money (as a percentage of Accepted Contract Amount): <i>[10%]</i></p>
GCC 49.1	The liquidated damages for the whole of the Works are <i>[0.05% of the final Contract Price]</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>[10%]</i> of the final Contract Price.
GCC 50.1	Not Applicable

GCC 51.1	<p>The Advance Payments shall be: 20% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable</p> <p>and shall be repaid if:</p> <p>(a) exceeds 25% of the portion of the Accepted Contract Amount payable in that currency less Provisional Sums</p> <p>(b) deductions shall be made at the amortization rate of 25% provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount less Provisional Sums has been certified for payment.</p>
GCC 52.1	<p>The Performance Security will be in the form of a _ [“demand Bank guarantee”] in the amount(s) of [10%] percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p>The ES Performance Security will be in the form of a “demand guarantee” in the amount(s) of [Not Applicable] of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p>
E. Finishing the Contract	
GCC 58.1	<p>The date by which operating and maintenance manuals are required is [Takeover of Works Date].</p> <p>The date by which “as built” drawings are required is [Takeover of Works Date].</p>
GCC 58.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 58.1 is [0.05% of the final Contract Price] per day.</p>
GCC 59.2 (g)	<p>The maximum number of days is: [To Be Advised]</p>
GCC 60.1	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is [To Be Determined By the Engineer].</p>