

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

Except where otherwise specified, all Special Conditions of Contract should be filled in by the Procuring Entity prior to issuance of the bidding document. Schedules and reports to be provided by the Procuring Entity should be annexed.

GCC Clause	1. General
GCC 1.1 (r)	The Procuring Entity's is: Kenya Rural Roads Authority, P.O.BOX 27 80108, KILIFI
GCC 1.1 (V)	The intended completion date for the whole of the works shall be 6 (six) Months
GCC 1.1 (Y)	The project Manager is : Regional Director, Kenya Rural Roads Authority (KILIFI REGION)
GCC 1.1 (aa)	The site is located at : KILIFI REGION
GCC 1.1 (cc)	The start date shall be: After 14days stand still period and signing of contract
GCC 1.1 (hh)	The works consist of : Site Clearance <i>Grading & Gravelling</i> <i>Drainage Works</i>
GCC 2.2	Sectional completion are: <i>[insert nature and dates, if appropriate]</i>
GCC 5.1	The project manager may delegate any of his duties and responsibilities
GCC 8.1	Schedule of other contractors: <i>[insert scheduled of others Contractors if appropriate]</i>
GCC 9.1	Key Personnel GCC 9.1 is replaced with the following 9.1 Key personnel are the contractor's personnel named in this GCC 9.1 of the special conditions of contracts shall employ the key personnel and use the equipment identified in this bid, to carry out the works or other personnel and use the equipment approved by the project manager. The project manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications and characteristics are substantially equal or better than those proposed in the bid. [Insert the name/s of each key personnel agreed by the procuring entity pripr to contract signature.
GCC 13.1	The minimum insurance amount and deductible shall be: <i>ii. For loss or damage to the works, plant and ,materials/ [insert amount]</i> <i>iii. For loss or damage to equipment [insert amounts]</i> <i>iv. For loss or damage to property (except the works, plant, materials and Equipment) in connection with contract [insert amount]</i> <i>v. For personal injury or death</i> <i>1. Of the contractor's employees: [amount]</i> <i>2. Of other people: [amount]</i>
GCC 14.1	Site Data are: <i>[list Site Data]</i>
GCC 20.1	The Site Possession Date(s) shall be: <i>[insert location(s) and date(s)]</i>

GCC 23.1 & 23.2	Appointing Authority for the Adjudicator: <i>[insert name of Authority]</i> .
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[Insert hourly fees and reimbursable expenses]</i> .
	B. Time Control
GCC 26.1	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 26.3	The period between Program updates is <i>[insert number]</i> days. The amount to be withheld for late submission of an updated Program is <i>[insert amount]</i> .
	C. Quality Control
GCC 34.1	The Defects Liability Period is: <i>[insert number]</i> days. N/A <i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i>
	D. Cost Control
GCC 38.7	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be <i>_%</i> <i>(insert appropriate percentage. The percentage is normally up to 50%)</i> of the reduction in the Contract Price.
GCC 44.1	The currency of the Procuring Entity's Country is: <i>[Kenya Shillings]</i>
GCC 45.1	The Contract <i>["is not"]</i> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients <i>[specify "does not"]</i> apply. <i>[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]</i> The coefficients for adjustment of prices are: (a) <i>[insert percentage]</i> percent nonadjustable element (coefficient A).(b) <i>[Insert percentage]</i> percent adjustable element (coefficient B). (c) The Index I for shall be <i>[insert index]</i> .
GCC 46.1	The proportion of payments retained is: <i>[insert percentage]</i> N/A <i>[The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]</i>
GCC 47.1	The liquidated damages for the whole of the Works are <i>[insert percentage of the final Contract Price]</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price. <i>[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price .If Sectional Completion and Damages per Section have been agreed, the latter should be specified here]</i>
GCC 48.1	The Bonus for the whole of the Works is <i>[insert percentage of final Contract Price]</i> per day. The maximum amount of Bonus for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price. N/A <i>[If early completion would provide benefits to the Procuring Entity, this clause should remain; otherwise delete.The Bonus is usually numerically equal to the liquidated damages.]</i>

GCC 49.1	The Advance Payments shall be: <i>[insert amount(s)]</i> and shall be paid to the Contractor no later than <i>[insert date(s)]</i> .N/A
GCC 50.1	The Performance Security amount is <i>[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Procuring Entity]</i> N/A (a) Performance Security - Bank Guarantee: in the amount(s) of <i>[insert related figure(s)]</i> percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. (b) Performance Security - Performance Bond: in the amount(s) of <i>[insert related figure(s)]</i> percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
	E. Finishing the Contract
GCC 56.1	The date by which operating and maintenance manuals are required is <i>[insert date]</i> . The date by which "as built" drawings are required is <i>[insert date]</i> .
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>[insert amount in local currency]</i> .
GCC 57.2 (g)	The maximum number of days is: <i>[insert number; consistent with Clause 47.1 on liquidated damages]</i> .
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is <i>[insert percentage]</i> .