

**REPUBLIC OF KENYA**



**KENYA RURAL ROADS AUTHORITY**

**ROADS 2000 STRATEGY**

**ROUTINE MAINTENANCE AND SPOT IMPROVEMENT OF**

**KATILU – KAPUTIR – KALEMUNYANY (U-8059)**

**CONTRACT No. KeRRA/011/TUR/39/18/19-546**

**FINANCIAL YEAR 2018/2019**

**BID DOCUMENT:**

- FORM OF BID
- APPENDIX TO FORM OF BID
- INSTRUCTIONS TO BIDDERS
- CONDITIONS OF CONTRACT
- SCHEDULES OF SUPPLEMENTARY INFORMATION
- SPECIFICATIONS
- BILLS OF QUANTITIES

**September, 2019**

**AG. DEPUTY DIRECTOR  
KeRRA, TURKANA REGION,  
P.O BOX 113 – 30500,  
TURKANA**

**DIRECTOR GENERAL  
KeRRA,  
P.O BOX 48151-00100,  
NAIROBI**

TENDER NO. KeRRA/011/TUR/39/18/19-546 – ROUTINE AND SPOT MAINTENANCE OF KATILU – KAPUTIR – KALEMUNYANY (U-8059)

The Kenya Rural Roads Authority (KeRRA) is a State Corporation established under the Kenya Roads Act, 2007, with the responsibility for the management, development, rehabilitation and maintenance of rural roads.

The Authority invites bids from eligible construction companies registered with the National Construction Authority (NCA) above Category NCA 7 for the Routine Maintenance and Spot Improvement of Katilu – Kaputir – Kalemunyany (U-8059) to be funded through Routine Maintenance Support Allocation Turkana South Constituency.

Scope of Work

The scope of works shall be grading and gravelling works.

Qualification for Tendering

Mandatory Requirements

The following must be submitted together with bid:

1. **Certified** Copy of Certificate of incorporation
2. **Certified** Copy of Valid Registration Certificate with the National Construction Authority in the classes specified above
3. Copy of Valid Tax Compliance Certificate (Will be verified on the KRA TCC Checker)
4. **Certified** copy of Valid Single Business Permit
5. **Certified** copy of recent CR 12 form (Issued within the last 12 months from the Tender Opening Date) and **certified** clear copies of National Identification Card (s)
6. **Certified** copy of Valid Certificate of Registration for access to government procurement opportunities, from The National Treasury or County Governments (For Disadvantaged groups; women, youth and Persons with Disability (Certificates may be verified from the issuing Agencies) – For works reserved
7. Current Sworn Affidavit not more than 3 months from the tender opening date notarized by Commissioner of Oath (see **iv** below).
8. Bidders shall **sequentially serialize** all pages of each tender submitted

Note: **All Certification of Documents shall be original and executed by a Commissioner for Oaths or Notaries Public.**

Other Requirements

As specified in the tender documents covering the following:-

- (i) Similar previous experience where applicable (exempted for YWD)
- (ii) Professional and Technical Personnel.
- (iii) Current work load.
- (iv) Litigation history (provide sworn affidavit) should have been sworn within 3 months of the tender opening date)
- (v) Eligibility
  - a) To enhance equity, bidders shall bid for a maximum of **three (3)** Tenders under this Tender Notice. Bidders who participates in more than three tenders shall be disqualified.
  - b) Director (s) bidding with majority shareholding under different companies for the same tender shall be disqualified
  - c) Director (s) bidding under different companies should not participate in more than **two (2)** tenders.
  - d) Only those bidders registered / prequalified in the Category as indicated in the tender document shall bid for the respective tenders (Except where tender is reserved)
  - e) Any form of Canvassing will lead to disqualification

Procurement shall be based on open tender method and the above details will be submitted with the priced bid.

There shall be a mandatory pre-tender site visit shall be on 11th and 12th September, 2019:

NOTE: Every Bidder shall be represented by one person from the company authorizing them to represent the company in the pre-tender site visit. One (1) person shall only represent two (2) companies.

Interested eligible candidates may obtain further information and inspect tender documents from Procurement Office, Kenya Rural Roads Authority which is located at the public works offices KeRRA Turkana during normal working hours.

A complete set of tender documents may be obtained upon payment of a non- refundable fee of KShs. 1,000 (One thousand shillings only) in form of banker's cheque only payable to Kenya Rural Roads Authority.

Completed bid documents should be submitted to:-

*The Ag. Deputy Director,  
Kenya Rural Roads Authority,  
Turkana Region,  
P.O Box 113 – 30500, **TURKANA.***

The Tenders will be opened promptly at or before 11.00 a.m. 24th September, 2019 in the presence of Tenderers' representatives who choose to attend the opening at Regional Office. **Late or incomplete Tenders shall not be accepted and returned unopened.**

Kenya Rural Roads Authority reserves the right to accept or reject without giving reason thereof and does not bind itself to accept the lowest or any tender. Any canvassing or giving false information will lead to automatic disqualification.

**Supply Chain Department  
Turkana Region**

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: .....

TO: The Ag. Deputy Director-Turkana Region  
Kenya Rural Roads Authority  
P. O. Box 113 – 30500,  
TURKANA, KENYA.

Sir,

1. Having examined the Conditions of Contract, Specifications, Bills 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 Bills of Quantities, Conditions of Contract, Specifications and Drawings for the sum of

KShs. \_\_\_\_\_ [Amount in figures] Kenya Shillings \_\_\_\_\_

\_\_\_\_\_ [Amount in words] as specified in the Appendix to Bid or such other sums as may be ascertained in accordance with the said Conditions.

- 2. We undertake, if our bid is accepted, to commence the works within twenty-eight (28) 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.
- 3. We agree to abide by this bid for the period of ninety (90) 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.
- 4. We understand that you are not bound to accept the lowest or any bid you may receive.
- 5. On the basis of our previous experience we are fully experienced and competent in the type of work included in this BID 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 Bided.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

duly authorized to sign Tenders for and on behalf of \_\_\_\_\_ [Name of Tenderer] of

\_\_\_\_\_ [Address of Tenderer]

Witness: Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX TO FORM OF BID**

This Appendix to Form of Agreement forms part of the Agreement.

(Note 1: with the exception of the items for which the Employer's requirements have been inserted, the Contractor shall complete the following information before submitting his offer.)

(Note 2: Form of Agreement is attached separately in the Contract File)

<b>Item</b>	<b>Data</b>
Time for Completion	90 days
Priority of Documents	The documents forming the Contract shall be interpreted in the following order of priority: the Contract Agreement and Appendix the Letter of Acceptance the Form of Tender the Conditions of Contract, Part II – Conditions of Particular Application the Conditions of Contract, Part I – General Conditions of Contract the Specifications the Drawings, (On Contract Document) the Priced Bill of Quantities
Law of Contract	Laws of the Republic of Kenya
Language	English
Provision of Site	On Commencement Date
Name and address of Employer	Director General Kenya Rural Roads Authority P.O. Box 48151 – 00100 NAIROBI
Authorised Person	General Manager (Maintenance) Kenya Rural Roads Authority P.O. Box 48151 – 00100 NAIROBI
Name and address of Engineer	The Ag. Deputy Director, Kenya Rural Roads Authority, Turkana Region, P. O. Box 113-30500, <b><u>TURKANA (KENYA)</u></b>
Name and Address of Engineer's Representative	Constituency Roads Officer, P. O. Box 113, <b><u>TURKANA (KENYA)</u></b>
Penalty to the Contractor for Employer paying workers on his behalf	10% of the amount paid to the workers.
Performance Security Amount	Required for works exceeding Kshs. 10 Million
Bid Security	Amount stated in the Invitation to Bid (Advert)
Form	As per the advert
Interval Updates	One (1) Month
Liquidated Damages Amount payable due to failure to complete	0.01% of Contract Price per Day to a limit of 1% of Contract Price.

Item	Data
Period of notifying defects	30 days calculated from the date stated in the notice under sub clause 8.2*
Form of Guarantee for Advance Payment	Bank Guarantee or Insurance Bond
Valuation of Works	Re-measurements with Bills of Quantities
Minimum Amount of Interim Payment	30% of the Contract Price excluding contingencies*
Currency of Payment	Kenya Shilling
Rate of Interest	Simple Interest at a rate of 2% above mean Base Lending Rate as issued by the Central Bank of Kenya.
Insurance	Required for works exceeding KSHs. 10 Million
Insurance The Works, materials plants & fees	Amount of Cover The Contract Price stated in the Agreement
Contractor's Equipment Third party injury to persons and damage to property	Full replacement cost. 10% per third party with number of occurrences unlimited.
Workers compensation	Contractor to indemnify employer against claims by those in employment of the contractor
Other cover	.....**
Arbitration Rules Appointing Authority Place of Arbitration	CAP 49 of the Laws of Kenya Chairman Chartered Institute of Arbitrators, Kenya Branch. KeRRA Turkana Regional Office at Turkana

\* Employer to fill as appropriate

\*\* Contractor to fill as appropriate

Signature of Bidder.....Date .....

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**1 General**

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites Tenders for the Works Contract as described in the Tender Documents.
- 1.2 Bidders shall as part of their bid:
  - a) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder;
  - b) Authority to seek references from Tenderer's Bankers
  - c) Authority for person signing the Tender and
  - d) Update any information submitted with their bids and update in any case the information indicated in the schedules and continue to meet the minimum threshold criteria set out in the bid documents
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of the Tender.
- 1.4 The Tenderer, at the Tenderer's own expense, responsibility and risk, shall visit and examine the Site of the Works and its surroundings, to obtain all information that may be necessary for the preparation of the Tender and entering into a Contract for the Works as defined in the Specifications (to be annexed during contract signing). Attendance at a pre-tender site meeting arranged by the Engineer shall be mandatory for the submission of an eligible tender. Each tenderer must dully complete a **Declaration of Tenderer's Knowledge of site.**
- 1.5 Eligible Tenderers
  - a) The Invitation to Tender is open to all Tenderers qualified in accordance with to the conditions of the Press Advertisement or otherwise indicated by the Employer. Only Tenders from qualified Tenderers will be accepted.
  - b) A Tenderer debarred from participating in Public Procurement by the Public Procurement Regulatory Authority shall not be eligible to submit a Tender.
  - c) If the Employer has not undertaken the prequalification of Tenderers, all Tenderers shall include the information required to satisfy the qualification criteria as determined by the Employer.
- 1.6 The estimated budget for these works is **Four Million Shillings Only. (KShs. 4,000,000.00)**

**2. Tender Documents**

- 2.1 Bidders will fill only this tender document. The complete set of Tender documents comprises the documents listed below and any addenda issued in accordance with paragraph 2.4
  - (i) Instructions to Tenderers
  - (ii) Form of Tender
  - (iii) Bills of Quantities/Schedule of Rates (whichever is applicable)
  - (iv) Other documents/materials required by the Employer to be completed and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all Instructions, Forms and Specifications (to be annexed during contract signing) in the Tender documents. Failure to furnish all information required by the Tender documents may result in the rejection of the Tender.
- 2.3 A Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by electronic means at the address indicated in the letter of Invitation to Tender. The Employer shall respond to any request for clarification received earlier than seven days prior to the deadline for submission of Tenders. Copies of the Employer's response will be forwarded to all persons issued with Tender documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of Tenders, the Employer may modify the Tender documents by issuing addenda. Any addenda thus issued shall be part of the Tender documents and shall be communicated in writing or by electronic means to all Tenderers. Tenderers shall acknowledge receipt of each addendum in writing to the Employer.



- 2.5 The Employer may extend, as necessary, the deadline for submission of Tenders in accordance with paragraph 4.5 below, to take account of any addenda issued.
- 2.6 The timescale given for the Completion of Works has been based on the optimum use of labour-based construction.
- 3. Preparation of Tenders**
- 3.1 All documents relating to the Tender and any correspondence shall be in the English Language.
- 3.2 The Tender submitted shall comprise the following:-
- (a) The Form of Tender;
  - (b) Tender Security (as instructed in the Form of Invitation to Tender)
  - (c) Standard Forms and Schedules of Supplementary Information,
  - (d) Priced Bill of Quantities initialled on each page, or Schedule of Rates (whichever is applicable)
  - (e) Any other documents/materials required by the Employer to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. **Items for which no rate or price is entered shall NOT be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates.**
- 3.4 The unit rates and prices shall be in Kenya Shillings.
- 3.5 Tenders shall remain valid for a period of **a period of Ninety (90) days from the Commencement Date**. However, the Employer may request the Tenderers to extend the period of validity for a specified additional period. Such a request and the Tenderers' responses shall be made in writing.
- 3.6 The Tenderer shall prepare one original of the Tender documents as described in these Instructions to Tenderers, and one copies if required by the Invitation to Tender.
- 3.7 The original shall be **typed** or **written in indelible ink** and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer who shall initial all pages of the Tender where alterations or additions have been made.
- 4. Submission of Tenders**
- 4.1 The Tender duly **bound, completed and sealed** in an envelope shall;-
- (a) be addressed to the Employer at the address provided in the Invitation to Tender;
  - (b) bear the name and identification number of the Tenderer as defined in the Invitation to Tender; and
  - (c) provide an instruction not to open before the specified time and date for Tender opening.
  - (d) If the envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender.
- 4.2 Tenders shall be delivered to the Employer at the address specified not later than the time and date specified in the Invitation to Tender.
- 4.3 The Tenderer shall not submit alternative offers unless they are specifically required in the Tender documents.
- Each Tenderer may submit only one Tender. Any Tenderer who fails to comply with this requirement will be disqualified.

- 4.4 Any Tender received after the deadline for submission will be returned to the Tenderer un-opened.
- 4.5 The Employer may extend the deadline for submission of Tenders by issuing an amendment in accordance with paragraph 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.
- 4.6 The Tender Security shall be valid **at least Twenty-Eight (28) days beyond the tender validity period.** AnytendernotaccompaniedbyanacceptableTenderSuretywillberejectedbytheEmployeras non-responsive.

## 5. Tender Opening

- 5.2 The Tenders shall be opened in the presence of those Tenderers' representatives who choose to attend at the time and in the place specified in the Invitation to Tender.
- 5.2 The name of the Tenderer, the total amount of each Tender and the status of the Tender Security (where applicable), Tax Compliance Certificate, Incorporation and PIN shall be read out and recorded in a Tender Opening register, a copy of which may on request be made available to any Tenderer. Minutes of the Tender opening, including the information disclosed to those present shall also be prepared by the Employer.

## 6. Tender Evaluation

- 6.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of Tenders or award decisions will result in the rejection of the Tender.
- 6.2 Prior to the detailed evaluation of Tenders, the Employer shall determine if each Tender:-
- a) Meets the eligibility criteria defined in paragraphs 1.2 and 1.5.
  - b) Has been properly signed;
  - c) Is accompanied by the required Securities;
  - d) Is substantially responsive to the requirements of the Tenderdocuments.
- 6.3 The Employer will reject any Tenders deemed to be non-responsive on the above criteria.
- 6.4 A substantially responsive Tender is one which conforms to all the terms, Conditions and Specifications (to be annexed during contract signing) of the Tender documents, without material deviation or reservation. A material deviation or reservation is the one:-
- a) which affects in any substantial way the scope, quality or performance of the Works;
  - b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract;
  - c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 6.5 Tenders determined to be substantially responsive and within the Engineers Estimate will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
  - (b) where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall prevail;

- (c) where there is a discrepancy between the arithmetically correct line item Amount, resulting from the multiplication of the Unit Rate and the Quantity, and the Amount entered, the latter shall prevail and the Unit Rate shall be adjusted accordingly.
- (d) For Lumpsum items, only the Amount will be considered, disregarding any filled in unit rate.
- (e) where there is a discrepancy between the Tender Price as stated in the Form of Tender and the Tender total in the main Summary of the Bills of Quantities, the Tender Price shall prevail. The Employer shall notify the Tenderer and request that the Tenderer agrees to the Tender Price. The Unit Rate for the Items where the discrepancy occurs shall be adjusted by the Engineer. If the Tenderer fails to accept the corrected figure the Tender shall be rejected and the Tender Security shall be forfeit. Any discrepancy greater than 15% of the corrected figure shall result in rejection of the Tender and the forfeit of the Tender Security.

6.6 The Employer at his discretion may request any Tenderer for clarification of the Tender, including a breakdown of Unit Rates. The request for clarification and the response shall be in writing or electronic means.

## 7. Award of Contract

7.1. **Criteria of Award: Subject to ITT Clause 35 and 36, the Procuring Entity will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be:**

- a) Eligible in accordance with the provisions of ITT Clause 3;
- b) Is determined to be qualified to perform the Contract satisfactorily;
- c) Successful negotiations have been concluded.

7.2. **Clarifications: Clarifications may be undertaken with the lowest evaluated Tenderer relating to the following areas:**

- a) A minor alteration to the technical details of the statement of requirements;
- b) Reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Tendering documents;
- c) A minor amendment to the Contract Data Sheet;
- d) Finalizing payment arrangements;
- e) Mobilization arrangements;
- f) Agreeing final delivery or work schedule to accommodate any changes required by the Procuring Entity;
- g) The methodology or staffing; or
- h) Clarifying details that were not apparent or could not be finalized at the time of Tendering.

7.3. **Maximum value of award per bidder:** A Bidder having ongoing works with KeRRA, Turkana that have not been substantially completed will not be considered for award. No bidder will be awarded more than four (4) contracts and not more than KShs. 15 million in one tendering process.

7.4. **Procuring Entity's Right to Accept any Tender and to Reject any or all Tenders:** The Employer reserves the right to accept or reject any or all Tenders and to cancel the Tendering process at any time prior to the award of the Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer(s) of the grounds for the action.

- 7.5. Procuring Entities Right to Vary Quantities at the Time of Award: The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Tendering documents (BoQ), without any change in unit price or other terms and conditions of the Tender and Tendering documents.
- 7.6. Notification of Award: The Tenderer whose Tender has been accepted will be notified of the award prior to the expiration of the Tender validity period in writing or by electronic means. This notification (called the "Letter of Acceptance") will state the sum (called the "Contract Price") which the Employer will pay the Tenderer in consideration of the execution, completion, and maintenance of the Works as set out in the Contract. The Letter of Acceptance will constitute a binding Agreement, prior to the Tenderer signing the Contract Agreement.
- 7.7. Signing of Contract: The Contract Agreement will incorporate all agreements between the Employer and the Tenderer. It will be signed by the Tenderer, not earlier than 14 days following the date of the Letter of Acceptance, and thereafter returned to the Employer within 7 days for signature.
- 7.8. Completion: After completion of the work, the Contractor will serve a written notice to the Engineer in Charge to this effect. The Engineer in Charge upon receipt of this notice shall conduct a complete joint survey of the work within seven (7) days and enable the appointed Inspection and Acceptance Team to visit and make recommendations.

**8. EVALUATION CRITERIA**

This Section shall apply to tenderers whose bids have been determined to be responsive and have met all the Qualification Criteria as per the instruction to bidders. It contains all the factors, methods and criteria that the Procurement Entity shall use for the technical evaluation. The information to be provided in relation to each factor and the definitions of the corresponding terms are included in the respective supplementary information Forms (Schedules).

The Technical Evaluation Committee shall examine tender documents and score them based on their validity, accuracy and quality. Where the bidder fails to meet the requirement, the bidder shall be disqualified.

**9. EVALUATION AND COMPARISON OF BIDS**

The Employer will carry out evaluation of details and information provided in Qualification Questionnaire and Instruction to Bidders and any bidder who does not qualify shall not have his/her bid evaluated further.

The Employer will then evaluate and compare only the bids determined to be substantially responsive.

The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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.

S/No	Completeness and Responsiveness Criteria	References	Requirement
1.	Form of Bid	Tender Document	≠ Amount must be indicated Properly fill and sign ≠ Form properly signed
2.	Appendix to Form of bid	Tender Document	≠ Form properly signed
3.	Bid Security	Tender Document	≠ Bid Securing Declaration Form
4.	Confidential Business Questionnaire	Tender Document	≠ Properly fill and sign ≠ Provide all required information
5.	Form of Power of Attorney	Standard Forms	≠ Properly fill and sign
6.	Tax Compliance Certificate	Employer's notice	≠ Copy of Valid certificate
7.	Registration with National Construction Authority	Employer's notice	≠ Category: Class 7 ≠ Copy of Valid certificate (Certified by Commissioner of Oaths)
8.	Certificate of Incorporation	Employer's notice	≠ Copy of certificate Certified by Commissioner of Oaths
9.	Priced Bill of Quantities	Tender Document	≠ Fill all rates, prices and amounts ≠ Any Alterations SHALL be counter-signed
10.	Eligibility	Tender Document	≠ Provide copies of National Identification card or Passport ≠ Certified copy of Form CR12 (Certified by Commissioner of Oaths) ≠ Certified copy of valid Certificate of Registration for access to government procurement opportunities from the ministry of national treasury or County Government for WOMEN; Category – Small Works and Engineering.
11.	Conflict of interest	Tender Document	≠ To tick state explicitly
12.	Debarment	Tender Document	≠ Properly fill and sign
13.	Pending Litigation	Tender Document	≠ Provide Current Sworn affidavit taken in the last 3 months from the tender opening date
14.	Litigation History	Tender Document	≠ Fill in information and sign

15.	History of Non-Performance	Tender Document	≠ Fill information on non-completed works
16.	Certificate of Tenderers Visit to Site	Tender Notice	≠ Attend pre-bid meeting/visit ≠ Bidders to sign attendance register ≠ Certificate must be signed by the Employer's Representative
17.	Schedule of Major Items of Plant	Schedule 1 – 11	≠ Properly fill and signed
18.	Schedule of Key Personnel		≠ Properly fill and signed
19.	Roadwork Completed Satisfactorily		≠ Properly fill and signed
20.	Schedule of Ongoing Projects		≠ Properly fill and signed
21.	Schedule of other Supplementary Information / Financial Standings		≠ Properly fill and signed
22.	Single Business Permit	Tender Notice	≠ - Certified copy of current single business permit
23.	Serialization	Tender Notice	≠ - All pages of the tender document submitted shall be sequentially serialized

Post-qualification criteria are as provided in the Appendix to instruction to tenderers. The bidders who pass the technical criteria will be subjected to financial evaluation.

#### 10. FINANCIAL EVALUATION

Comparison of major rates of items of construction & 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.

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## **PART I: GENERAL CONDITIONS OF CONTRACT**

*The General Conditions of Contract are the FIDIC Short Form of Contract, First Edition, 1999, published by the International Federation of Consulting Engineers (FIDIC).*

*The General Conditions of Contract are linked with the Conditions of Particular Application, referred to as Part II, by the consecutive numbering of the Clauses, so that Part I and II together comprise the Conditions governing the rights and obligations of the Parties. In case of any inconsistency between the Conditions contained in Part I and those in Part II, the Conditions contained in Part II shall prevail.*

*The Tenderer is deemed to have read and fully complied with the General Conditions of Contract.*

**PART II: CONDITIONS OF PARTICULAR APPLICATION**

The Conditions of Particular Application amplify the FIDIC Short Form of Contract so as to be, together, applicable to the Contract.

**2 GENERAL PROVISIONS**

**2.1 Definitions**

Add new Paragraph to sub-clause 1.1.8

1.1.8 (a) **“Week”** means a period of seven (7) consecutive days

1.1.8 (b) **“Month”** means calendar month

Add new paragraph to sub-clause 1.1.20 to 1.1.25

1.1.20 **“Appendix”** as referred to in the Conditions of Contract means Appendix to Form of Agreement.

1.1.21 **“Labour-Based Methods”** means work methods whereby activities are carried out using labour where technically and economically viable and appropriate equipment is only used when labour alone will not achieve the required standards.

1.1.22 **“Task”** means the amount of work to be done by one individual worker or a gang in order to earn one day’s wage.

1.1.23 **“Young Person”** means an individual male or female, who has attained the age of 16 years but has not attained the age of 18 years.

1.1.24 **“R2000 Strategy”** means an initiative by the Government of Kenya to improve the maintenance of the country’s Road Network by giving priority to maintenance through network approach, using appropriate technology, labour-based methods, local resources and increased usage of small-scale entrepreneurs.

**2.2 Interpretation**

Add sub-clause 1.2.1 as follows

1.2.1 Words having the same meaning

In the Contract Documents the Employer’s Representative is generally designated as the Engineer.

**4 THE CONTRACTOR**

**4.1. General Obligations**

Add. In particular the following obligations shall apply

Add the following new sub-Clauses:

**4.1.1. R2000 Strategy**

The Works shall generally be carried out using the R2000 Strategy and work approach, with its predominant emphasis on the use of labour-based construction methods where they are technically and economically viable. Intermediate equipment, as agreed by the Engineer may be used in other appropriate circumstances.

**4.1.2 Approval of Equipment**

The Contractor shall submit for the Engineer's approval within seven days prior to the commencement date a list of equipment, which is intended for use on site. He shall notify the Engineer prior to bringing in equipment and shall further obtain the Engineer's approval prior to removing any equipment from site.

#### **4.1.3 Recruitment of Labour**

4.1.3.1 The Contractor shall ensure that there is a sufficient and suitable deployment of labour at all times throughout the Contract.

4.1.3.2 All general workers employed by the Contractor shall, to the extent possible, be recruited from the surrounding population. Exceptions may be made if sufficient local labour cannot be recruited and only with the approval of the Engineer. There shall be no discrimination in recruitment based on tribe, religion, political affiliation, age, disability or gender, and the recruitment system shall be fair and transparent.

4.1.3.3 The Contractor shall take particular note of the Government policy regarding the employment of women and youth in the recruitment process and shall take all possible steps to attain the targets of 30% of the labour force for each group.

#### **4.1.4. Employment of Young Persons and Children**

The Contractor shall comply with the Employment Act Chapter CAP 226 concerning the Employment of Young Persons and Children.

#### **4.1.5. Conditions of Employment of Labour**

The Contractor shall observe and fulfill the following conditions in respect of all persons employed by him in the execution of the Contract: -

- a) Where possible, labour shall be employed on a daily task basis. The size of the daily task shall be that which can reasonably be expected of a worker during a normal working day (8 hours), and all task rates shall be approved by the Engineer.
- b) The Contractor shall pay wage rates and observe hours and conditions of employment of labour as established by Kenyan Labour Laws and by agreement between Employers or other recognized authorities and trades unions for similar trades or industries in the District where the Contract Works are to be carried out.
- c) The Contractor shall recognize the freedom of employees to be members of trades unions. The Contractor's attention is drawn to the requirements of the Trade Unions Act (CAP 233), which states that if at least 25% of the employees are members of a particular Trade Union Organization, then the Contractor is legally bound to recognize and negotiate with the Organization.

#### **4.1.6. Reporting Requirements**

The Contractor shall, when required by the Engineer, submit labour returns in such form and detail and at prescribed intervals showing the staff and the number of the several classes of labour employed by the Contractor.

#### **4.1.7. Non-payment of Wages by Contractor**

- (a) The Employer may demand from the Contractor reasonable proof of payment of wages to the employees.
- (b) The Employer may, upon the Contractor defaulting in payment, pay the money due, out of any funds due or which may become due to the Contractor under the Contract.
- (c) In such an event, the Contractor shall co-operate with the Employer in processing the payment of the correct amounts of money due to the labour force by submitting the relevant muster rolls, workday reports and pay-sheets, and the Contractor shall be represented at the time payments are made.

(d) Direct payment to workers by the Employer shall attract a penalty as stated in the Appendix to cover expenses incurred in the administration of such labour payments.

#### **4.1.8. Contract with Employees**

(i) Working days

The Contractor shall recognize gazetted non-working days and allow in the Works Programme for those days on which labour is not expected to work.

(ii) Provision of Hand Tools

The Contractor shall provide his labour force with a sufficient number of hand tools of good quality and shall make the necessary provisions to maintain the tools in a good and safe working condition. The Engineer may instruct the Contractor to replace worn out, faulty or unsafe hand tools.

(iii) Safety and Health

(a) The Contractor shall be responsible for the safety of all workers. In collaboration with, and to the requirements of the local health authorities, the Contractor shall ensure that first aid equipment and medical stores are available on the Site at all times throughout the period of the Contract, and shall also designate a Health and Safety Officer from amongst the staff.

(b) The Contractor shall be responsible for the provision of potable water for the workers at appropriate locations on the Site.

(c) In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

(iv) Contractor to Preserve Peace

The Contractor shall take all reasonable measures to ensure that all personnel on site comply with the Statutes, Ordinances, Laws, Regulations and By-Laws in force in Kenya, and to prevent accidents or any riotous or unlawful behaviour by or amongst the employees on or in connection with the Works, and for the preservation of the peace.

#### **4.1.9. Water for the Works**

The Contractor shall supply all water for the Works.

#### **4.1.10. Environment**

The Contractor shall take all reasonable measures to protect the environment on the Site and to avoid damage or nuisance to persons and property. In particular, the Contractor shall carry out all activities in a manner that ensures:-

- a) Minimum soil erosion on slopes and sedimentation deposition in the drainage works;
- b) Maximum preservation of trees and shrubbery;
- c) No entrance or accidental spillage of solid matters, debris and other pollutants and waste into water courses
- d) The safe disposal of rubbish and waste.

#### **4.1.11. HIV/AIDS**

The Contractor shall institute on-site HIV/AIDS awareness and prevention campaigns for the duration of the Contract. This shall include the siting of information posters, the issue of condoms and also informatory meetings on site for the employees.

The meetings shall be arranged with the assistance of the local health authorities and AIDS Campaign personnel, and shall be during working hours without loss of pay.

#### **4.2. Performance Security**

Add the following at the end of this clause.

The Performance Security shall be valid until the date of issue of the Employer's notice under sub-Clause 8.2 (Taking Over Notice). The Employer shall return the Security to the Contractor within 14 days thereafter.

A Performance Security in the form an Insurance Bond shall only be allowed from an Insurance Company approved by the Public Procurement Oversight Authority (PPOA) and in a Form also approved by the PPOA.

### **7. TIME FOR COMPLETION**

#### **7.1 Execution of the Works**

Add new sub-clause to 7.1.1:

##### **7.1.1 Progress Review Meetings**

Regular progress review meetings between the Employer and the Contractor shall be held at times decided by the Engineer.

#### **7.2 Programme**

Add two new paragraphs under this Sub-Clause

##### **7.2.1 Intended Construction Procedures, Order and Methods**

The Contractor shall show in the Program me of Works, the procedure, order and methods proposed for carrying out Works with specific emphasis on the labour requirements, equipment utilisation and productivity.

##### **7.2.2 Program me Updating**

Within the intervals stated in the Appendix or as required by the Engineer the Contractor shall submit an updated Program me of Works.

### **10. VARIATIONS AND CLAIMS**

Add the following sub-clauses:

#### **10.2 Permitted Variations**

(d) The Engineer shall not be permitted to issue Variations to a value greater than the Tender Sum without approval from the Procurement Entity. The limit of approved Variations shall be  $\pm 15\%$  of the Tender Sum.

### **11. CONTRACT PRICE AND PAYMENT**

#### **11.1. Valuation of the Works**

Add the following sub-clauses:

##### **11.1.1. Price Adjustment**

The Contract shall not normally be subject to Price Adjustment. However, in exceptional and clearly identifiable economic circumstances, the Employer may consider a request from the Contractor for Price Adjustment where taxes, duties and/or

basic costs for labour and specified materials have significantly increased since the commencement of the Works, as set out below,

(a) Local Labour

For the purpose of this Sub Clause:

(i) "Local Labour" means skilled, semi-skilled workers of all trades engaged by the Contractor on the Site for the purpose of or in connection with the Contract or engaged full time by the Contractor off the site for the Purpose of or in connection with the Contract (by way of illustration but not limitation: workers engaged full time in any office, store, workshop or quarry).

(ii) "Basic Rate" means the applicable basic minimum wage rate prevailing on the date 28 days prior to the latest date for submission of Tenders, by reason of any National or State Statute or Ordinance.

(iii) "Current Rate" means the applicable basic minimum wage rate for Local Workers by reason of any National or State Statute or Ordinance, prevailing on any date subsequent to the date 28 days prior to the latest date set for submission of Tenders.

b) Specified Materials

For the purpose of this Sub-Clause

(i) "Specified Materials" means the basic materials required on the Site for the execution and completion of Works, which shall include fuel and lubricants; cement; aggregates; steel reinforcement; timber and gravel.

(ii) "Basic Prices" means the prices for the specified materials prevailing on the date 28 days prior to the latest date for submission of Tenders.

The Engineer shall compile a Schedule of Basic Prices, upon which any claim for Variation shall be based, prior to the award of the Contract. The Contractor shall be entitled to a copy of the Schedule upon request to the Engineer.

(iii) "Current Prices" means the prices for the specified materials prevailing on any date subsequent to the date 28 days prior to the latest date set for the submission of the Tenders, by reason of any National or State Statute or Ordinance,

(c) Overheads and Profits Excluded

In determining the amount of any adjustment to the Contract Price pursuant to this Sub-Clause no account shall be taken of any overheads or profits.

(d) Adjustments

The net amount of difference between the basic price and the current price payable by the Contractor when the specified services are provided or materials are bought shall, as the case may be, be paid to the Contractor.

(e) Notice and Records

The Contractor shall keep such books, accounts, invoices, receipts, time sheets and other documents and records as are necessary to enable any adjustment under this Clause to be made and shall at the request of the Employer furnish these duly verified in such a manner as the Employer may require for examination and checking.

11.1.2. Exclusion of Price Adjustment for Late Completion of Works

In the event of the Contractor failing to complete the Works within the Time of Completion as defined under Clause 7, or extension of the Contract period granted, the provisions of Clause 11 shall cease to apply.

Any part of the Works executed after the expiry of the Time for Completion shall be valued at a price levels prevailing at the contractual date of Completion.

11.1.3. Dayworks

The Contractor shall not execute any work on a Day works basis except by written order of the Engineer

Unless otherwise adjusted, payments for Day works shall be subject to price adjustment in accordance with the provisions of Clause 11.1.1

**11.2. Interim Payments**

Add the following sub-clauses:

11.2.1. Advance Payment

The Employer may make Advance Payment to the Contractor on application after signing the Contract, against a Bank Guarantee, or approved Insurance Bond, in the form set out in the Tender Documents

This Advance Payment shall be up to a maximum amount stated in the Appendix.

11.2.2. Deductions for Re-payment of Advance Payment

Reimbursements of Advance Payment shall be made according to the schedule as stated in the Appendix.

11.2.3. The Minimum Amount of Interim Payment.

The minimum amount of an Interim Payment shall be stated in the Appendix.

**STANDARD FORMS**

**CONTENTS:**

- (i) Letter of Acceptance
- (ii) Tender Questionnaire
- (iii) Form Of Written Power Of Attorney
- (iv) Confidential Business Questionnaire



**LETTER OF ACCEPTANCE**

[letterhead paper of the Employer]

*(In the Prescribed format from the Employer)*

**TENDER QUESTIONNAIRE**

Please fill in block letters.

- 1. Full name 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. Facsimile of Tenderer;

.....

- 5. Name of Tenderer’s representative to be contacted on matters of the Tender during the Tender period;

.....

- 6. Details of Tenderer’s nominated agent (if any) to receive Tender notices (name, address, telephone, telefax);

.....

.....

.....  
**(Signature of Contractor)**

.....  
**(Date)**

The Tenderer consisting of a joint venture shall state here below the name and address of his representative who is authorised to receive on his behalf correspondence in connection with the Tender.

.....  
(Name of Tenderer’s Representative in block letters)

.....  
(Address of Tenderer’s Representative)

.....  
(Signature of Tenderer’s Representative)

**\*Tobe filled byallBidders.**

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

This Confidential Business Questionnaire of the Government of Kenya shall be completed by the Bidder or by each member of a Joint venture if the Bidder is a Joint-venture.

**REPUBLIC OF KENYA**

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applies to your type of business. You are also advised that it is a serious offence to give false information on this Form.

**Part 1 - General:**

*Business Name:* .....

*Location of Business Premises* .....

*Plot No* ..... *Street/Road* .....

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

*Nature of Business* .....

*Current Trade License No*.....*Expiring Date* .....

*Maximum value of Business which you can handle at any one time: Kshs* .....

.....

*Name of your Bankers* .....

*Branch*.....

**Part 2(a) - Sole Proprietor:**

*Your Name in full*.....

*Age:* ..... *Nationality*.....*Country of Origin*.....

*\*Citizenship details* .....

**\*Attach CR12 and Copy of Citizenship (Compulsory).**

**Part 2 (b) – Partnership**

Give details of partners as follows:

	Name in full	Nationality	Citizenship Details	Shares
1	.....	.....	.....	.....
2	.....	.....	.....	.....
3	.....	.....	.....	.....
4	.....	.....	.....	.....
5	.....	.....	.....	.....

**Note: Attach CR12 and proof of citizenship (Compulsory)**

**Part 2 (c) – Registered Company**

Give details of directors as follows:

Private or public .....

State the nominal and issued capital of the company-

Nominal Kshs. .... Issued Kshs. ....

	Name in full	Nationality	Citizenship Details	Shares
1	.....	.....	.....	.....
2	.....	.....	.....	.....
3	.....	.....	.....	.....
4	.....	.....	.....	.....
5	.....	.....	.....	.....

**Note: Attach CR12 and proof of citizenship (Compulsory)**

Part 2 (d) Interest in the Firm:

Are there any person/persons in Kenya Rural Roads Authority who has interest in this firm? Mark in the box alongside as necessary.

Yes		No	
-----	--	----	--

.....  
(Signature of Contractor)

.....  
(Date)

**SCHEDULES OF SUPPLEMENTARY INFORMATION**

<b>SCHEDULE 1: MAJOR ITEMS OF CONSTRUCTION PLANT AND EQUIPMENT</b>	<b>31</b>
<b>SCHEDULE 2: KEY PERSONNEL</b>	<b>32</b>
<b>SCHEDULE 3: SCHEDULE OF ROADWORK'S CARRIED OUT IN THE LAST TWO YEARS</b>	<b>33</b>
<b>SCHEDULE 4: SCHEDULE OF ONGOING PROJECTS</b>	<b>34</b>
<b>SCHEDULE 5: SCHEDULE OF LOCAL LABOUR BASIC RATES</b>	<b>35</b>
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<b>SCHEDULE 8: DECLARATION OF TENDERER'S KNOWLEDGE OF SITE</b>	<b>38</b>
<b>SCHEDULE 9: DECLARATION COMMITMENT/ PLEDGE</b>	<b>41</b>

**Schedule 1: Major Items of Construction Plant and Equipment**

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in **Schedule of the Major Items of Plant to Be Used On the Proposed Contract**. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer. The Tenderer shall provide all the information requested below, to the extent possible.

The Bidder must indicate the main plant and equipment considered by the company to be necessary for undertaking the project together with proof ownership.

Item No.	Equipment Details	Minimum Number Required	No of owned/Leased by the Bidder	No of to be availed for the project
1	Motor Graders	1		
2	Dozer D6 or equivalent	0		
3	Front end loaders	0		
4	Tipper, 7 Tonnes	3		
5	Rollers	0		
6	Water tankers 5,000 litres	0		
7	Excavator	1 (optional)		
8	Concrete Mixers	1		
9	Poker vibrator	1		
10	Pedestrian Roller	1 (Optional)		

I/We certify that the above information is correct and include attachments as per Schedule 1.

.....  
(Signature of Contractor)

.....  
(Date)

**Schedule 2: Key Personnel**

The Bidders shall list in this schedule the key professional and technical personnel he will employ, providing Proof of qualifications, experience, position held and nationality.

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE		
			Education	General Experience (Yrs)	Relevant Experience (Yrs)
<b>Headquarters</b> Partner/Director or other key staff (give designation)					
<b>Site Office</b>  Site Agent  Deputy Site Agent/Site Engineer.  Senior Foreman  Construction supervisors  Site Surveyor  <b>Other Key Staff</b> Foremen (i) Earthworks  (ii) Concrete  (iii) Concrete  (iv) Pavement  (v) Drainage					

**Note:** The Bidder shall list in this schedule the key personnel he will employ from the Contractor’s headquarters and from the Contractor’s site office to direct and execute the work together with their qualifications, experience, position held and nationality in accordance (where required, use separate sheets to add extra data for column 4).

Bidders shall attach academic certificates of qualifications, CV’s of key personnel which should be signed by the staff on or after the date of invitation of bid and certified by a Commissioner of Oaths.

I certify that the above information is correct.

.....  
(Signature of Contractor)

.....  
(Date)

**Note:** Please attach Certified Copies of Highest Qualification Certificates ONLY



DESCRIPTION OF WORKS	CLIENT'S NAME	VALUE OF WORKS (KShs) *	YEAR COMPLETED REMARKS

I certify that the above works were successfully carried out (Attach Completion Certificates/ Substantial completion certificate).

I certify that the above works were successfully carried out by this Contractor.

.....  
 (Signature of Contractor)

.....  
 (Date)

Name of Signatory:.....

**Schedule4: Schedule of Ongoing Projects**

DESCRIPTION	DATE OF COMMENCEMENT	DATE OF COMPLETION	VALUE OF WORKS (KSHS)	VALUE COMPLETED UP TO DATE %	PHYSICALLY COMPLETED UP TO DATE %

I certify that the above works are being carried out by me and that the above information is correct.

.....  
(Signature of Contractor)

.....  
(Date)

Name of Signatory:.....

**Schedule 5: Schedule of Local Labour Basic Rates**

The rates inserted in this schedule will be those used in determining changes in cost of local labour as provided in Clause 4.1.3 of the Conditions of Contract Part 2.

**Variation of price on Labour not payable.**

LABOURCATEGORY	MONTH/SHIFT/HOUR	UNIT	RATE(KShs)
Skilled Labour			
Semi-Skilled Labour			

NOTE: Categories to be generally in accordance with those used by the Kenya Building Construction Engineering and Allied Trade Workers Union and Ministry of Labour

I certify that the above information is correct.

.....  
**(Signature of Contractor)**

.....  
**(Date)**

Name of Signatory: .....

1. Submit copies of audited profit and loss statements and balance sheet for the last two calendar years and estimated projection for the next one (1) year with certified English translation where appropriate.
2. Give turnover figures for each of the last two (2) financial years. Quote in millions and decimal thereof.

Type of Work	Year 2017	Year 2018	Year 2019
	KShs.	KShs.	KShs.
Road works			
Other civil engineering works			
Other (specify)			
Total			

**SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST TWO (2) FINANCIAL YEARS**

	Year 2017	Year 2018	Year 2019
	KShs.	KShs.	KShs.
1. Total Assets			
2. Current Assets			
3. Bank credit Line Value			
4. Total Liabilities			
5. Current Liabilities			
6. Net worth (1-4)			
7. Working capital (2+3-4)			

(a) Name/Address of Commercial Bank providing credit line

.....  
 .....

Total amount of credit line Kshs.....

**(Attach a certified copy of the current Letter of Line of credit from the Bank, where applicable)**

(b) **Attach certified copies of financial bank statements of the last three (3) months.**

Name, address, telephone, telex, fax numbers of the Tenders' Bankers whom may provide reference if contacted by the Contracting Authority.

.....  
 .....

**I certify that the above information is correct.**

.....  
**(Signature of Contractor)**

.....  
**(Date)**

Name of Signatory:.....

**Schedule 7: Other Supplementary Information**

1. Financial reports for the last two years and projection of next 1 year, 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. Lines of Credit should be supported by credit ratings from a recognised Credit Rating Bureau approved by the Central Bank of Kenya(Otherwise they will be assumed to be invalid).

.....

.....

.....

.....

3. Name, address, telephone, telex, fax numbers of the Bidders Bankers who may provide reference if contacted by the Contracting Authority.

.....

.....

.....

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

OTHER PARTY(IES)	CAUSE OFDISPUTE	AMOUNT INVOLVED (KShs)

**Note:(Provide a sworn affidavit for both (a)and(b)).**

I certify that the above information is correct

.....  
(Signature of Contractor)

.....  
(Date)

This is to certify that

[Name/s of representative] .....

.....

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

**M/s** .....

.....  
has undertaken the inspection of site in accordance with the instruction to Bidders, for purposes of bidding for routine maintenance of

**Katilu – Kaputir – Kalemunyany (U-8059)** held on ..... September, 2019,

1. Having studied the tender document, I carefully examined the site to make myself familiar with the local conditions likely to influence the works and cost thereof.
2. I further certify that I am satisfied with the description of the works and I understand perfectly the scope of the works as specified and implied in the performance of the contract.
3. That I or our representatives have signed the site visit attendance forms as prove.

Signed and Stamped.....

(Bidder’s Representative)

**NOTE: This form Must be completed and duly signed.**

**Adjudicator’s Agreement**

Identification of Project:

.....  
(the "Project")

Name and address of the Employer:

.....  
(the "Employer")

Name and address of the Contractor:

.....  
(the "Contractor")

Name and address of the Adjudicator:

.....  
(the "Adjudicator")

**Whereas** the Employer and the Contractor have entered into a Contract ("the Contract") for the execution of the Project and wish to appoint the Adjudicator to act as adjudicator in accordance with the Rules for Adjudication ["the Rules"].

**The Employer, Contractor and Adjudicator agree as follows:**

- 1. The Rules and dispute provisions of the Contract shall form part of this Agreement.
- 2. The Adjudicator shall be paid:

A retainer fee of ..... per calendar month  
(where applicable)

A daily fee of .....

Expenses (including the cost of telephone calls, courier charges, faxes and telexes incurred in connection with his duties; all reasonable and necessary travel expenses, hotel accommodation and subsistence and other direct travel expenses).

Receipts will be required for all expenses.

- 3. The Adjudicator agrees to act as Adjudicator in accordance with the Rules and has disclosed to the Parties any previous or existing relationship with the Parties or others concerned with the Project.
- 4. This Agreement shall be governed by the laws of Kenya.....

5. The Language of this Agreement shall be English.....

SIGNED BY .....

For and on behalf of the Employer in the presence of

Witness .....

Name .....

Address .....

Date .....

SIGNED BY .....

For and on behalf of the Contractor in the presence of

Witness .....

Name .....

Address .....

Date .....

SIGNED BY .....

For and on behalf of the Adjudicator in the presence of

Witness .....

Name .....

Address .....

Date .....



Schedule 9: Declaration Commitment/ Pledge

**ANTI-CORRUPTION DECLARATION**

*(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2015)*

I/We/Messrs.....

of Street, Building, P O Box.....

declares 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 EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

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

Company Seal / Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

I/We/Messrs.....

of Street, Building, P O Box.....

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**

I/We/Messrs.....

of Street, Building, P O Box.....

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

FORM RB 1  
REPUBLIC OF KENYA

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of .....dated the.....day of .....20..... in the matter of Tender No.....Of .....20.....

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- etc

SIGNED ..... (Applicant) Dated on.....day of ...../...../20....

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of ...../...../20.....

SIGNED  
Board Secretary

I. SPECIFICATIONS

<b>BILL 01: PRELIMINARY AND GENERAL ITEMS</b>	<b>45</b>
01-50- 014 Field Supervision	45
<b>BILL 10: GRADING AND GRAVELLING</b>	<b>46</b>
10-50-001: Heavy Grading without watering and compaction.	47

**BILL 01: PRELIMINARY AND GENERAL ITEMS**

Scope:

This bill comprises those items that are required at the Commencement and Completion of the Works or that are Provisional Items applicable for the duration of the Works.

**01-50- 014 Field Supervision**

Provisional sum available for the Engineer for expenses incurred for supervising the contract such as allowances, casual wages and transportation within the project area.

Measurement and Payment:

Provisional Sum: Payable by the Contractor to the Engineer through certification as directed by the Engineer. No mark up is included in this item.

Work Method: NA

**BILL 10: GRADING AND GRAVELLING****Scope:**

Grading covers the work of reinstating the road carriageway to the correct camber by removing the high points and filling gullies, corrugations, and wheel ruts to restore a smooth running surface.

Grading can either be done by labour (Manual Reshaping) or by Machine (Motorized grading or towed grading).

Manual reshaping is preferable where there is sufficient labour. For existing roads with side drains light manual reshaping should be used as defined in 10-50-004. Heavy manual reshaping should be used for roads that have deteriorated to such an extent that the drains and carriageway need to be re-instated. Heavy Manual Reshaping is defined under Bill 5 – Earth Works.

Light grading is carried out on good and fair roads as a maintenance activity while heavy grading is for re-establishing a road in poor or very poor condition.

Gravelling consists of the excavation; loading, hauling, dumping, spreading and compacting using approved equipment of gravel wearing course material on the formation of the road carriageway. Gravel shall include lateritic gravel, quartzitic gravel, calcareous gravel, decomposed rock, soft stone coral rag, clayey sand and crushed rock.

The material may be obtained from quarries, borrow pits or excavation in cuttings as directed by the Engineer. Gravel material shall conform to the requirement given in

Table 10.1: Requirement for Gravel Wearing Course

GRADING REQUIREMENTS		PLASTICITY INDEX REQUIREMENTS PI		
Sieve (mm)	% by Weight Passing	Zone	Min	Max
40	100	WET: Mean annual rainfall > 500mm	5	20
28	95 – 100	DRY: Mean annual Rainfall < 500mm	10	30
20	85 – 100			
14	65 – 100			
10	55 – 100			
5	35 – 92			
2	23 – 77			
1	18 – 62			
0.425	14 – 50			
0.075	10 – 40			
		BEARING STRENGTH REQUIREMENTS		
		Traffic Commercial VPD	CBR	DCP Equivalent mm/Blow
		>15	20	11
		<15	15	14
		CBR at 95 % MDD, Modified AASHTO and 4 days soaking		
		Lower quality material (CBR 15) may be accepted if no better material can be found		

For "Quarry Waste" gravel stones of maximum dimension 80mm may be permitted

The Engineer shall approve quarries and the extent of their exploitation. The possible quarries shall be shown to the Contractor prior to commencement of the Works. The Contractor shall be responsible for the acquisition of the quarry rights and shall conduct respective negotiations with landowners and affected communities.

Alternative sources of gravel material whose quality can be shown to be in compliance with the specification requirements may be used, with the approval of the Engineer. The Contractor is deemed to have included in his rates for the provision of the gravel material.

**10-50-001: Heavy Grading without watering and compaction.**

Heavy grading without watering and compaction shall only be done when there is sufficient moisture in the material and the material can be compacted by traffic.

The Contractor shall scarify the existing carriageway surface, cutting high spots and moving materials to fill potholes, corrugations and wheel ruts and reshape the surface to the specified camber, using a Motor grader unless otherwise directed by the Engineer. All loose rocks, roots and grasses shall be removed first and disposed of well clear of the drains.

Pegs 300 to 400mm long shall be placed at 20 m intervals to mark edge of the carriageway.

The material shall be graded toward the centre of the road starting from both edges until the specified camber is achieved. Suitable material from the side drains may be used as additional material. Any further material needed to achieve the correct camber shall be from an approved source.

No grading shall be carried out in dry conditions.

The Contractor shall use **Equipment** to carry out this item.

Work Method: **MB**

Quality Control

- The width of the carriageway shall be checked at every 50m intervals and have a tolerance of + 50mm or -20mm.
- The camber shall be checked with a camber board at 25m intervals and shall have a tolerance of  $\pm 1\%$

Measurement Unit:  $m^2$

The measurement shall be the area of carriageway graded, measured net according to the specified width and measured length graded.

Payment

The unit rate shall be the full compensation for labour, tools, equipment and incidental costs required for carrying out the work.

**PREAMBLE TO BILLS OF QUANTITIES**

1. The Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the Conditions of Contract, Specifications and the Drawings.
2. The rates and prices inserted in the Bills of Quantities are to be the full inclusive costs of the works, described under the items, complete in place and in accordance with the specifications, including costs, expenses and profits which may be required in and for the construction of the works described, together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the contract
3. The quantities set forth in the Bills of Quantities are believed to represent the works to be carried out. There is no guarantee to the Contractor that he will be required to carry out the quantities of work indicated under any one particular item or groups of items in the Bills 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 brief descriptions of items given in the Bills of Quantities are purely for the purpose of identification and in no way modify or supersede the detailed descriptions given in the Conditions of Contract, Standard or Special Specifications.
5. 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.
6. Please note that all prices quoted should be inclusive of all Government taxes, duties and VAT.



Road Name / Road Code  
Package No.

Katilu – Kaputir – Kalemunyany (U-8059)  
Package: KeRRA/011/TUR/39/18/19-546

<b>Bill of Quantities</b>		Page: 1
	<b>Summary</b>	<b>Project:</b>
<b>Item No.</b>	<b>Description</b>	<b>Amount (KShs)</b>
1	General: Office administration and overheads/Preliminaries	<b>345,000.00</b>
10	GRADING AND GRAVELLING WORKS	
	<b>Sub Total</b>	
	VAT @ 16 %	
	<b>Total</b>	
	Contingencies (@ 0 %)	
	Carried to page on the form of Tender	

Section Name / Road Code

Katilu – Kaputir – Kalemunyany (U-8059)

Package No:

KeRRA/011/TUR/39/18/19-546

<b>Bill of Quantities</b>						Page: 2	Technology
Bill No.1	General: Office administration and overheads/Preliminaries					Project:	
Item No.	Description	Units	Qty	Unit Bid Rate (KShs)	Amount (KShs)		
01-50-013	Security services	KS	200,000.00		200,000.00		MB
01-50-014	Field Supervision	KS	145,000.00		145,000.00		
<b>Total Carried Forward to Summary:</b>						<b>345,000.00</b>	

Section Name / Road Code

Katilu – Kaputir – Kalemunyany (U-8059)

Package No:

KeRRA/011/TUR/39/18/19-546

<b>Bill of Quantities</b>						Page: 3	Technology
Bill No.10	GRADING AND GRAVELLING WORKS				Project:		
Item No.	Description	Units	Qty	Unit Bid Rate (KShs)	Amount (KShs)		
10-50-001	Heavy Grading without watering and compaction	M <sup>2</sup>	240050				MB
<b>Total Carried Forward to Summary:</b>							