



KENYA RURAL ROADS AUTHORITY

KIRINYAGA REGION

**ROUTINE MAINTENANCE WORKS UNDER
GOK DEVELOPMENT FUNDS ALLOCATION FY 2020-2021**

ROUTINE MAINTENANCE OF KIUMBU – NDINDIRUKU ROAD IN MWEA CONSTITUENCY

ROAD NUMBER: C399

ROAD NAME: KIUMBU – NDINDIRUKU ROAD

TENDER NUMBER: KeRRA/011/KIR/39/GOK/064/2020-21

RESERVATIONS: YOUTH

BID DOCUMENT FOR ROUTINE MAINTENANCE WORKS

- INVITATION FOR TENDERS
- INSTRUCTIONS TO BIDDERS
- QUALIFICATION CRITERIA
- CONDITIONS OF CONTRACT
- APPENDIX TO FORM OF AGREEMENT
- STANDARD FORMS
- SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES

DECEMBER, 2020

The Engineer

**DEPUTY DIRECTOR(ROADS),
KENYA RURAL ROADS AUTHORITY,
P.O. BOX 390-10300,
KIRUGOYA**

The Employer

**DIRECTOR GENERAL,
KENYA RURAL ROADS AUTHORITY,
P.O. BOX 48151-00100,
NAIROBI.**

STANDARD TENDER DOCUMENT

FOR

**(ROUTINE MAINTENANCE/SPOT IMPROVEMENT OF
KIUMBU – NDINDIRUKU ROAD)**

PROCUREMENT OF WORKS

- ROUTINE MAINTENANCE WORKS

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SECTION 1: INVITATION FOR TENDERS

Date: 2nd December, 2020

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

Kenya Rural Roads Authority (KeRRA) – Kirinyaga Region, hereby invites tenders, from eligible bidders for road maintenance works to be financed under **GOK Development Funds for Kiambu – Ndiriruku (C399) Road in Mwea Constituency**

Interested eligible candidates may obtain further information and inspect tender documents from the Regional Procurement Office during normal working hours (8.30am-12.00 noon and 2.00pm-4.30pm)

A complete set of tender documents may be obtained by interested candidates by downloading from KeRRA website: www.kerra.go.ke with effect from 7th December, 2020.

Contract estimate is provided in the tender document to help bidders to quote within the market prices (too low/high prices will be rejected).

Due to Covid-19 Pandemic and Government protocols, organized pre-tender site visits are discouraged, however bidders are encouraged to acquaint themselves with the project roads with the help of respective Constituency Roads Officer (CRO) before submitting of their bids.

MANDATORY REQUIREMENTS

1. Tender document must be spiral bound, all pages sequentially machine serialized for any bid submitted
2. Bidders must be prequalified in the constituency and category (as per respective tender)
3. Certified copy of certificate of incorporation
4. Valid copy of Tax Compliance
5. Certified copy of VAT/PIN Registration certificate
6. Certified copy ID(s) and CR12 for the Director(s) of the Company
7. Certified copy of certificate of principal place of business by County Government
8. Certified Registration and License with National Construction Authority (NCA) as per respective bids
9. Properly and duly filled form of bid, stamped/sealed and signed by an authorized person
10. Schedules of Supplementary Information, all forms **MUST** be filled appropriately
11. Stamped and signed Power of Attorney
12. Stamped and signed affidavit by the deponent
13. Properly and duly filled BoQs; stamped/sealed and signed by the authorized person
14. Authority to seek reference from the Tenderer's Bankers
15. Financial Soundness: Audited accounts for the last three (3) years; newly incorporated companies should show proof of a Bank Account.
16. Equipment Holding: Attach log books of the company/Director(s) or Equipment Lease Agreements by equipment providers
17. Professional & Technical personnel; attach CVs and certificates as required
18. Five-page methodology for contracts above 3 million

SPECIAL GROUP ADDITIONAL DOCUMENTS

1. Certified copy of certificate of registration in Target Group issued by National Treasury
2. Stamped/sealed, signed and properly/ duly filled **Tender Securing Declaration Form** by an authorized person

SPECIAL INSTRUCTION TO BIDDERS

1. Serialization must be done by machine (hand written serialization will be disqualified)

2. Any alteration or whiteout must be countersigned.
3. Pursuant to clause 86(1) (a) of the Public Procurement and Disposal Act 2015. The lowest evaluated bid will be awarded the tender
4. Bids will be subjected to market rates sensitivity analysis to ascertain quality and capacity
5. **Tender Securing Form for special group (Youth, Women and PWD)** must be filled, stamped and signed
6. Any canvassing will lead to outright disqualification

Completed tender documents are to be enclosed in plain sealed envelopes, marked with tender number and name should be deposited in the tender box at Kenya rural roads authority- Kirinyaga regional office, Kerugoya town or addressed and sent to the address below:

The Deputy Director (RAM)
Kenya Rural Roads Authority (KeRRA),
Kirinyaga Regional Office,
P.O. Box 390-10300, Kerugoya

To be received on before **15th December,2020 at 10.00am**, opening will take place immediately thereafter in the presence of Tenderers/Representatives who choose to attend.

Senior Supply Chain Officer
For: Deputy Director (RAM)
KIRINYAGA REGION

SECTION 2: FORM OF BID

FORM OF TENDER

NAME OF CONTRACT: **ROUTINE MAINTENANCE OF C399; KIUMBU – NDINDIRUKU ROAD**

CONTRACT No. KeRRA/011/KIR/39/GOK/064/2020-21

TO: The Deputy Director – Kirinyaga Region,
Kenya Rural Roads Authority,
P.O.BOX 390-10300,
Kerugoya, Kenya

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above Works, We, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings

_____ [Amount in words]

2. We undertake, if our Tender is accepted, to commence the Works on the commencement date and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix.

3. We agree to abide by this Tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

Duly authorized to sign Tenders for and on behalf of _____ [Name of Tenderer] of

_____ [Address of Tenderer]

Witness: Name _____

Address _____

Signature _____

Date _____

SECTION 3: APPENDIX TO FORM OF BID

APPENDIX TO FORM OF BID

(This appendix forms part of the bid)

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Bid Security (Bank Guarantee/Insurance Guarantee)		NA
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	NA
Program to be submitted	14.1	Not later than 7 (Seven) days after issuance of Order to Commence
Cash flow estimate to be submitted	14.3	Not later than 7 (seven) days after issuance of Order to Commence
Minimum amount of Third-Party Insurance	23.2	NA
Period for commencement, from Engineer's order to commence.	41.1	7days
Time for completion.	43.1	3 (three) months
Amount of liquidated damages.	47.2	NA
Limit of liquidated damages	47.2	NA
Defects Liability period		N/A
Percentage of Retention	60.3	NA
Limit of Retention Money	60.3	NA
Minimum amount of interim certificates	60.2	NA
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60.10	NA
Time within which payment to be made after Final Payment Certificate signed by Engineer	60.10	30 days
Amount of Advance	60.12	NA
Advance Payment Security	60.12	NA
Appointer of Arbitrator/Adjudicator	67.3	The Chartered Institute of Arbitrators (Kenya)
Notice to Employer and Engineer	68.2	The Director General, Kenya Rural Roads Authority, P.O.BOX 48151 – 00100, <u>NAIROBI, KENYA</u> The Engineer's address is: Deputy Director (kirinyaga) Kenya Rural Roads Authority P.O.BOX 390-10300 <u>KERUGOYA, KENYA</u>

Signature of Bidder

Date

SECTION 4: FORM OF BID SECURITY

2. TENDER-SECURING DECLARATION FORM (Reserved Groups)

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date: [.....) of Bid Submission]

Tender No.: [KERRA/011/KIR/39/GOK/064/2020-21]

To:

The Deputy Director,
Kenya Rural Roads Authority
P. O. Box 390-10300
KERUGOYA, KENYA.

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of **two years** starting on [.....](date), if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or (b) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of:
 - (a) Our receipt of a copy of your notification of the name of the successful Bidder; or
 - (b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

Name:

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on day of, [Insert date of signing]

Seal or stamp

SECTION 5: INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

1. General

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) Certified copy of certificate of registration of principal place of business/Valid Trade License;
 - (b) total monetary value of construction work performed for each of the last three years;
 - (c) experience in works of a similar nature and size for each of the last three years, and clients who may be contacted for further information on these contracts;
 - (d) major items of construction equipment owned;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last 3 years;
 - (g) Authority to seek references from the Tenderer's bankers.
 - (h) Registration with National Construction Authority for the applicable class valid at the date of tender of submission
 - (i) Certified copy of Certificate of Incorporation
 - (j) VAT Registration Certificate
 - (k) Valid current Tax compliance certificate
 - (l) PIN registration certificate
 - (m) current litigation information
 - (n) serialization of all pages of bid document
 - (o) Certified copy of CR12
 - (p) Attach a work methodology for tenders above 3 million.
 - (q) Any other criteria as per invitation to tender
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the

tender.

- 1.6 The price to be charged for the tender document shall not exceed **Kshs.1,000/=**. Bidders however can download tender documents from our website: www.kerra.go.ke free of charge.
- 1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
- 1.8 The estimated budget for these works is **5,000,000.00 only. (Ksh.)**

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-
- (a) these instructions to Tenderers
 - (b) Form of Tender
 - (c) Conditions of Contract and Appendix to Form of Agreement
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities
 - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiry of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering 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 tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following: -

- (a) The Tender;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities for lump-sum Contracts
 - (d) Any other materials required 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. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of **One Hundred Twenty (120)** days from the date of submission. However, in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 The procuring entity shall reply to any clarifications sought by the tenderer within **7 days** of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1 The tender duly filled 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 Contract as defined in the invitation to tender; and
 - [c] provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.

Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

- 4.4 Any tender received after the deadline for opening tenders 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 sub-clause 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.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3 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 may result in the rejection of his tender.

- 5.4 No checking of errors
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 25% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.10 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful

Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.

- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.
- 6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION 6: QUALIFICATION CRITERIA

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
1. Eligibility				
1.1	Eligibility	Nationality in accordance with confidential business Questionnaire in the standard forms	Must meet requirement	Refer to standard form section 7
1.4	Incorporation & Registration	<p>Pursuant to sub clause 1.2 the following shall be provided;</p> <ul style="list-style-type: none"> - Certified Copy of Certificate of incorporation to show that the applicant is a registered company and legally authorised to do business in Kenya - Proof of registration with the National Construction Authority Category NCA 8 and above for Road Works. - Proof of prequalification in KeRRA Kirinyaga Region/Registration of AGPO for special groups 	Must meet requirement	Refer to standard form section 7

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last THREE (3) years prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the applicant have been exhausted.	Must meet requirement by itself or as party to past	
2.2	Pending Litigation	All pending litigation shall in total not represent more than fifty percent (50%) of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must meet requirement by itself or as party to past	Refer to standard form section 7
3.1	Financial Performance	Submission of audited balance sheets or if not required by the law of the applicant's country, other financial statements acceptable to the Employer, for the last three [3] years to demonstrate: (a) the current soundness of the applicants' financial position and its prospective long-term profitability, and (b) capacity to have a cash flow amount of min KShs 1 Million equivalent working capital	Must meet requirement (a) Must meet requirement (b) Must meet requirement	Refer to standard form section 7
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of KShs 1 Million (one million), calculated as total certified payments received for contracts in progress or completed, within the last three (3) years	Must meet requirement	Refer to standard form section 7

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
4.1	General Construction Experience	Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 2 years prior to the applications submission deadline	Must meet requirement	Refer to standard form section 7
4.2(a)	Specific Construction Experience	Participation as contractor, management contractor or subcontractor, in at least two (2) contracts within the last five (5) years, each with a value of at least KShs.500,000 (five hundred thousand), that have been successfully and substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Scope of Works	Must meet requirement	Refer to standard form section 7
4.2(b)		b) For the above or other contracts executed during the period stipulated in 4.2(a) above, a minimum construction experience in at least one (1) of: <ul style="list-style-type: none"> - Routine maintenance - Spot improvement & rehabilitation works. 	Must meet requirements	Refer to standard form section 7
4.3	Work Methodology	Submission of a brief work methodology	Should demonstrate understanding of the scope of works and other general requirements	Refer to standard form section 7
5. Equipment Holding				

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
5.1	Minimum number of Equipment	The bidder must indicate and provide proof of ownership or leasing of different core plant/equipment necessary for undertaking the project to completion within the completion time.	Must meet the requirement	Refer to standard form section 7
6. Current Commitment				
6.1	On-going contracts	The total value of current works on the on-going contracts must not exceed Kshs. 10 million.	Must meet requirements	
7. Site Staff				
1	Site Agent	The site staff shall possess minimum levels set below; Qualification= Certificate/Dip in civil Eng. General Experience = 3yrs Specific Experience = 2Yrs	Site agent and senior foreman are mandatory	Refer to guideline notes
2	Foremen (1N0.)	Qualification = Certificate/Dip civil Eng. General Experience =3 yrs. Specific Experience =2 Yrs.		

SECTION 7: CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender [where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Letter of Acceptance.

“Days” are calendar days; “Months” are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Employer” Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“ A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities

3. Employer's Representative's Decisions

3.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

5.2 The Contractor shall be responsible for the safety of all activities on the Site.

5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6 Work Program and Sub-contracting

6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

7.1 The Employer shall give possession of all parts of the Site to the Contractor.

7.2 The Contractor shall allow the Employer's Representative and any other person authorized by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9 Extension of Completion Date

9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-(a) force majeure, or

(b) reason of any exceptionally adverse weather conditions, or

(c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or

(d) reason of the Employer's Representative's instructions issued under these Conditions, or

(e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

(f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or

- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

10 Management Meetings

- 10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 10.2 Communication between parties shall be effective only when in writing.

11 Defects

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins

at Completion, and is defined in the Appendix to Form of Agreement.

- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities

- 12.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities, the rate in the Bill of Quantities shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Bill of Quantities.

- (i) Advance paymentN/A
- (ii) First stageNA.....
- (iii) Second stageNA.....
- (iv) Third stage (define stage)N/A
- (v) After defects liability period. NA

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.

(d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment upon Termination

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for

showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.

- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

SECTION 8: STANDARD FORMS

SCHEDULES OF SUPPLEMENTARY INFORMATION

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QUALIFICATION INFORMATION

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 Tenderer

Make copy and deliver to: _____ (Name of Employer) (The Tenderer shall leave one copy at the time of purchase of the Tender documents)

SCHEDULE 1: CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 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 Licence No.Expiring date

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

Name of your bankers

Branch.....

Are you an agent of the Kenya National Trading Corporation? YES/NO

Part 2(a) - Sole Proprietor:

Your name in full
.....

Age.....

NationalityCountry of origin

*Citizenship details

Part 2(b) - Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details*	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(c) - Registered Company:

Private or public

State the nominal and issued capital of the company-

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows:

Name	Nationality	Citizenship Details*	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2(d)- Interest in the Firm:

Is there any person / persons in the Kenya Rural Roads Authority who has interest in this firm? Yes /No**

.....
Date

.....
Signature of Bidder

Attach proof of citizenship (Compulsory)

** Delete as necessary

SCHEDULE 2: FORM OF WRITTEN POWER OF ATTORNEY

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to receive on his behalf correspondence in connection with the Bid.

.....
(Name of Bidder's Representative in block letters)

.....
(Address of Bidder's Representative)

.....
(Signature of Bidder's Representative)

Alternate:

.....
(Name of Bidder's Representative in block letters)

.....
(Address of Bidder's Representative)

.....
(Signature of Bidder's Representative)

*To be filled by all Bidders.

SCHEDULE 3: CERTIFICATE OF BIDDER’S VISIT TO SITE

This is to certify that

[*Name/s*]
.....

Being the authorized representative/Agent of [*Name of bidder*]

.....
.....

Signed..... (Contractor’s Representative)

participated in the organized inspection visit of the site of the works for the
Routine Maintenance of road
.....

held on.....

Signed..... (Employer’s Representative)

.....
(Name of Employer’s Representative)

.....
(Designation)

NOTE: This form is to be completed at the time of the organized site visit.

SCHEDULE 5: KEY PERSONNEL

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE		
			Qualifications	General Experience (Yrs)	Relevant Experience (Yrs)
Headquarters Partner/Director or other key staff (give designation)					
Site Agent Foremen 2 No Other Key Staff (i) (ii) (iii) (iv) (v) (vi) (vii)					

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 with Clause 15.2 and 16.3 of the Conditions of Contract Part II (where required, use separate sheets to add extra data for column 4). Bidders shall attach signed and certified Academic certificates and CVs of all key staff.

I certify that the above information is correct.

.....
(Signature of Bidder)

.....
(Date)

SCHEDULE 6: SCHEDULE OF WORKS CARRIED OUT BY THE BIDDER IN THE LAST FIVE YEARS

DESCRIPTION OF WORKS	NAME AND ADDRESS OF CLIENT	VALUE OF WORKS (KSHS) *	YEAR COMPLETED /REMARKS
<u>A) Non-completed Works</u>			
<u>B) Completed Works</u>			
<u>C) Specific Construction Experience</u>			

I certify that the above works were successfully carried out by me (the bidder).

.....
(Signature of Bidder)

.....
(Date)

*Value in Ksh using Central Bank of Kenya mean exchange rate at a reference date 7 days before date of BID opening.

SCHEDULE 7: SCHEDULE OF ONGOING PROJECTS

DESCRIPTION OF WORKS	NAME AND ADDRESS OF CLIENT	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 Bidder)

.....
(Date)

SCHEDULE 8: 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 70.1 of the Conditions of Contract Part 2.

LABOUR CATEGORY	MONTH/SHIFT/HOUR	UNIT	RATE SHS

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

I certify that the above information is correct.

.....
Date

.....
Signature of Bidder

SCHEDULE 9: FINANCIAL STANDING

1 Submit copies of audited profit and loss statements and balance sheet for the last THREE calendar years and estimated projection for the next two years with certified English translation where appropriate.

2 Give turnover figures for each of the last three (3) financial years. Quote in millions and decimal thereof.

	Year 2017	Year 2018	Year 2019
	Ksh.	Ksh.	Ksh.
Roadworks			
Other Civil Engineering Works			
Other (specify)			
Total			

SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST THREE (3) 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+3-5)			

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

.....

(b) Total amount of credit line Kshs.....

Attach certified copies of financial bank statements of the last three years. Attach a certified copy of Undertaking of the Bank to providing the credit.

SCHEDULE 10: OTHER SUPPLEMENTARY INFORMATION

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

.....
.....
.....
.....

2. Evidence of access to financial resources to meet the qualification requirements. Cash in hand, lines of credit etc. List below and attach copies of supporting documents

.....
.....
.....
.....

3. Name, address, telephone, telex, fax numbers of the 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 OF DISPUTE	AMOUNT INVOLVED (KSHS)

I certify that the above information is correct.

.....
Date

.....
Signature of Bidder

SCHEDULE 11: WORK METHODOLOGY

Give a brief description of how you intend to carry out the work including traffic management, quality assurance of works and any designs to be carried out by the Bidder, in not less than five (5) pages and not more than fifteen (15) pages.

SCHEDULE12: PROPOSED APPROPRIATE EQUIPMENT.

Mandatory minimum number of equipment required by the Employer for the execution of the project that the bidder must make available for the Contract

Item No.	Equipment Details	Minimum Number Required	No of Equipment Owned by the Bidder	No. of equipment to be hired
1	Pedestrian Roller – Man walk behind	-		
2	Double drum vibrating pedestrian roller(3Tons)	1		
3	Self-propelled single drum vibrating (10Tons)	-		
4	Mobile concrete mixers	-		
5	Excavator/loader	1		
6	Concrete vibrators	-		
7	Tippers payload 7 – 10 tonnes	2		
8	Flat bed lorries	-		
9	Water tankers (10,000 litres capacity)	1		
10	Grader -140H	1		

The Bidder must attach certified copies of log books or lease agreement of the following

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

SECTION 9: FORM OF AGREEMENT

APPENDIX TO FORM OF AGREEMENT

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

Item	Data
Time for Completion	3 Months
Priority of Documents	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> • the Contract Agreement and Appendix to form of agreement • 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, • 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 (RAM), Kenya Rural Roads Authority P.O. Box 48151-00100 NAIROBI
Name and Address of the Engineer	Deputy Director, Kenya Rural Roads Authority P. O. Box 390-10300 KERUGOYA
Name and Address of Engineer's Representative	Constituency Roads Officer (Mwea Constituency) (Kirinyaga Region)
Penalty to the Contractor for Employer paying workers on his behalf	NA
Performance Security	(Refer to guideline Notes)
Amount	NA
Form	Bank Guarantee or Insurance Bond issued by PPOA approved insurance companies

Item	Data
Requirements of Contractors Design	Not applicable
Programme ⇒ Time of Submission	Within 7days of Commencement Date
⇒ Form of Programme	Bar Chart
⇒ Interval Updates	As requested by the Deputy Director
Liquidated Damages Amount payable due to failure to complete	NA
Defects Liability	NA
Period of notifying defects	NA
Percentage of Retention	NA
Bid Security Amount	Not applicable
Valuation of Works	Re-measurements with Bills of Quantities
Repayment Schedule for Advance Payment	-NA
Minimum Amount of Interim Payment	Not applicable
Currency of Payment	Kenya Shilling
Rate of Interest	NA
Insurance	Required
Arbitration ⇒ Rules ⇒ Appointing Authority Place of Arbitration	CAP 49 of the Laws of Kenya Chairman Chartered Institute of Arbitrators, Kenya Branch. Kenya Rural Roads Authority, Headquarters
⇒	

FORM OF AGREEMENT

THIS AGREEMENT is made on the day of
20..... between the Director General, Kenya Rural Roads Authority of P.O.BOX
48151 – 00100, Nairobi, Kenya represented by Deputy Director -Kirinyaga
hereinafter called "the Employer" of the one part and
..... hereinafter called
the Contractor" of the other part.

WHEREAS the Employer is desirous that certain works should be executed, viz.

Routine Maintenance OF
.....
and has accepted a Bid by the Contractor for the execution, completion and
maintenance of such works **NOW THIS AGREEMENT WITNESSETH** as follows:

In this agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract hereinafter referred to.
The following document shall be deemed to form and be read and construed as
part of this Agreement, viz.:

- The said BID dated
- The Conditions of Contract
- The Standard and Special Specification
- The Priced Bill of Quantities
- The Letter of Acceptance
- Schedules of Supplementary Information
- The Drawings
- Other documents as may be agreed and listed

All aforesaid documents are hereinafter referred to as "The Contract".

In consideration of the payment to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereto affixed (or have hereunto set their respective hands and seals) on the day and year first above written.

SIGNED AND DELIVERED

By the said Employer:
(Deputy Director – (Kirinyaga Region), Kenya Rural Roads Authority)
For and on behalf of the said Employer.

In the presence of:
(Name and Designation of Witness)

.....
(Signature of Witness)

.....
(Address of witness)

By the said Contractor:

In the presence of:
(Name and Designation of Witness)

.....
(Signature of Witness)

.....
(Address of witness)

**SECTION 11 FORMS OF PERFORMANCE BANK GUARANTEE
AND ADVANCE PAYMENT GUARANTEE
(UNCONDITIONAL)**

PERFORMANCE BANK GUARANTEE

To:

Director General,
Kenya Rural Roads Authority,
P.O. Box 48151 - 00100, **NAIROBI**

WHEREAS (hereinafter called, the Contractor`) has undertaken in pursuance of Contract NoDated..... to execute the **Maintenance of**(hereinafter called the ,Contract`)

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of

Kshs. (amount in figures)

Kshs.

..... (amount in words)

and we undertake to payment to you, upon your first written demand and without cavil or argument, any sum or sums within and up to the limits as aforesaid without your needing to prove or show grounds or reasons for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way

release us from any liability under this Guarantee and we hereby waive notice of any such change, addition or modification

This Guarantee shall be valid until 28 days after issuing of the Taking Over Certificate.

SIGNATURE AND SEAL OF BANK

Name of Signatory

Name of **Bank**

Address.....Date

BANK GUARANTEE FOR ADVANCE PAYMENT

To: The Director General,
Kenya Rural Road Authority,
P.O.BOX 48151 – 00100,
NAIROBI.

IMPROVEMENT OF.....

CONTRACT No.

Gentlemen:

In accordance with the provision of the Conditions of Contract, sub-clause 60.12
(Advance

Payment`) of the above – mentioned contract,

.....
(hereinafter called the ,Contractor`) shall deposit with the Director General, Kenya Rural Roads Authority a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the contract in an amount equal to ten (10) % of the contract price, i.e.

Kshs.(amount in figures) Kshs.
.....(amount in words)

We, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to the Director General, Kenya Rural Roads Authority on his first demand without whatsoever right of objection on our part and without his first claim to the contractor, in the amount not exceeding,

Kshs.(amount in figures) Kshs.
.....(amount in words)

We further agree that no additional to or other modification of the terms of the Contract or of the Works to be performed there under or of the Contract documents which may be made between the Director General, Kenya Rural Roads Authority and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any change or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the contract until the Director General, Kenya Rural Roads Authority, Nairobi, Kenya receives full payment of the same amount from the Contractor.

This guarantee shall be reduced pro rata with the deductions from the down payment made on the Interim Certificates in Accordance with Sub – Clause 60.2 of the Conditions of Contract.

Any dispute over the interpretation of the conditions of this letter of Guarantee shall be subject to the Laws of the Republic of Kenya.

After expiry, this document shall be returned to us for cancellation.

SIGNATURE AND SEAL OF BANK:

.....

Name of
Signatory

Name of
Bank

AddressDate.....

SECTION 12 OTHER SUPPLIMENTARY REQUIREMENTS

12.1 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.....
5. The Language of this Agreement shall be

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

12.2 FRAUD & CORRUPTION

- 1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.
- 2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed.
- 3 For the purposes of this Sub-Clause:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

4 The Contractor declares that:

- a) They did not engage in any action to influence the Project implementation process to the detriment of the Employer, in particular no collusive practice took place nor will take place, and

The bidding proceedings, contract award, and execution have not and will not be subject to any corrupt practice as defined in the United Nations Convention to combat corruption dated 31 October 2003.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign Tenders for and on behalf of

_____ [Name of Tenderer] of

_____ [Address of Tenderer]

_____ [Seal or Stamp of Tenderer]

12.3 ENVIRONMENTAL AND SOCIAL COMMITMENT

I have taken due note of the importance to comply with environmental and social standards and regulations.

I, the undersigned, [.....] acting as the duly authorized representative of [.....],
With respect to the submission of a bid for [.....]
.....]
in accordance with the invitation to tender No [.....], I undertake to comply, and ensure that our subcontractors, if any, comply with international environmental and labour standards consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties.

In addition, I also undertake to adopt any environmental and social risk mitigation measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the Employer.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

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

_____ [Address of Tenderer]

_____ [Seal or Stamp of Tenderer]

12.4 DECLARATION FORM

Date _____

To _____

The tenderer i.e. (Name and address) _____

_____ Declare the
following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

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 of20.....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.
- 2.
- etc.

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

- 1.
- 2.
- 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

SECTION 14: SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES

1.1 Location, Extent of Site and scope works.

The proposed improvement works is along the project road **C399** on a road length of approximately **4 KM**.

The road traverses a rich agricultural region with the main agricultural activity being horticulture farming.

1.2 Extent of Contract.

The Major Works to be executed under the Contract comprise mainly of but are not limited to the following:

- Site Clearance
- Culvert and Drainage works
- Grading and gravelling works

1.3 Change of scope in future

In case of the change of conditions of the intended works in future. There shall be Change of the scope of works to reflect the true condition and situation as it is on the said project contract but should be within the required conditions and threshold of this tender document and provision of the public procurement and asset disposal act 2015.

I. SPECIFICATIONS

Contents:

SECTION 04	SITE CLEARANCE	E-5
04-50-004	Bush Clearing (Light).....	E-6
SECTION 05	EARTHWORKS	E-10
08-50-003:	Side-drain Excavation (Soft Material).....	E-11
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SECTION 15	BITUMINOUS SURFACE TREATMENTS	E-36
15-70-012	Cold Asphalt.....	E-40

SECTION 01 : PRELIMINARY AND GENERAL ITEMS

Scope:

This section 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.

01-40- 001 Mobilisation and Establishment of the Site

The Contractor shall provide all equipment, tools, materials, temporary offices, stores and housing required to carry out the Works.

The Contractor shall ensure that all possible means of protection are given to the labour force at all times. Such protection shall include provision of high visibility clothing or vests, goggles and masks for workers in potentially dangerous locations or dealing with potentially harmful materials. The Contractor shall also maintain first aid kits with a minimum of the following items:-

- Non Stick wound dressing
- Selection of plaster/band aids
- Crepe bandages
- Gauze and cotton wool
- Antiseptic solution (washing wounds)
- Antiseptic cream – Betadine, Burnol
- Pain killers Panadol, Disprin
- Anti diarrhoea – Immodium, Diadis, Charcoal
- Anti histamine – Piriton, Triludan
- Anti nausea – Stemetil
- Eye ointment
- Oral re-hydration sachets
- Surgical gloves

Measurement and Payment:

No separate payment shall be made for this item. The Contractor shall include the costs in the rates for other measured items.

01-40- 002 Clearance on Completion

On Completion of the Works, all temporary housing, equipment, signs and tools shall be removed from the site, and the site left in good order to the satisfaction of the Engineer.

Measurement and Payment

The Lump Sum payment will be made upon approval by the Engineer that the Clearance has been satisfactorily carried out.

01-40-003 Insurance and Bonds

The Contractor shall provide Insurance and Sureties in accordance with relevant Clauses in the Conditions of Contract.

Measurement and Payment

Lump Sum payment for this item will be made upon the production of satisfactory evidence by the Contractor that Insurances and Securities have been effected.

01-40-004 Quality Control Tests

The Engineer may instruct the Contractor during the progress of the Works to carry out quality control tests to check materials and standards of workmanship, against the Specifications.

Where such tests indicate defective standards the Engineer shall instruct the Contractor to rectify the defects to the Engineer's satisfaction and at the Contractor's expense.

Measurement and Payment

The Engineer shall include a Provisional Sum for this item to be expended only as and when the Contractor is instructed to carry out tests.

01-40-005 Publicity Sign Boards

The Contractor shall provide Sign Boards as specified on the Drawings or as directed by the Engineer. The Sign Boards shall be placed at the beginning and end of the road or road section covered by this Contract.

Sign Boards shall be maintained for the duration of the Works, and removed on completion.

Quality Control

The Engineer shall check that Sign Boards have been erected in accordance with Drawings and Specifications.

Measurement: Number

The unit of measurement shall be number of Sign Boards erected

Payment

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

01-40- 006 Traffic Control

The Contractor shall provide warning signs, fences, barriers, detours, which shall be properly positioned in advance of the Works to ensure that traffic is well and safely accommodated for the duration of the Works.

Traffic signs and other traffic control facilities shall be kept in good condition and located in positions where they are visible to road users.

Quality Control

The Engineer shall check regularly that traffic control measures are satisfactory.
Measurement and Payment

A Lump Sum shall be paid on a Monthly basis upon the approval of the Engineer that satisfactory control measures are in place.

01-40- 007 Drinking Water

The Contractor shall provide safe drinking water on site for workers at a reasonable distance from all work locations, for the duration of the Works.

Quality Control

The Engineer shall check regularly that adequate supplies of water are available throughout the Site.

Measurement and Payment

A Lump Sum shall be paid on a Monthly basis upon the approval of the Engineer that adequate supplies have been provided.

SECTION 04 : SITE CLEARANCE

Scope

This section covers the clearance of bushes, shrubs, grasses, trees, stumps, boulders, stripping and grubbing of the topsoil, removal of anthills and other unsuitable materials for the specified widths of the road, quarry and borrow areas. The distinction between light and heavy bush shall be decided by the Engineer.

The minimum site clearing widths for each of the activities shall be as shown in Table 4.1

Table 4.1: Site Clearing Widths

Road Category
Running Surface
Stripping and Grubbing
Trees, Stumps, Boulders

Bush Clearing

A/B/C + Secondary Roads

6.0 m
10.6 m
10.6 m
14.0 m

D/E + Minor Roads

5.4 m
10.0 m
10.0 m
13.0 m

RAR Roads

4.5 m
7.9 m
8.0 m
11.0 m

Minor / RAR roads with insufficient widths or Temporary Sections

3.5 m
6.9 m
7.0 m
9.0 m

04-50-002 Grass Cutting (Manual)

Grass shall be defined as any form of plant growth including small shrubs having a girth of not more than 100mm measured at height of 200mm above ground level.

The grass shall be cut to height of not more than 50 mm above the ground. The width limits shall be as instructed by the Engineer. All cut grass shall be removed from the carriageway, side drains, mitre drains and inlets and outlet drains of structures/culverts and deposited in approved spoil dumps

EA Burning of the grass shall not be allowed and care shall be taken not to damage roadside fixtures such as signs and marker posts.

This activity shall be carried out twice, each time before the rainy season or as shall be instructed by the Engineer.

Work Method

The Contractor shall use Labour to carry out this item of work.

Quality Control

The road width for grass cutting shall be measured at 50-m intervals and shall be free of grass after the operation.

Measurement: m2

The measurement shall be area of grass cut, based on the standard width and measured length of clearing.

Payment

The unit rate shall be full compensation, for labour, materials, tools, and incidental costs required to carry out the work.

04-50- 003 Bush Clearing (Heavy)

Where the Engineer designates an area as Heavy Bush (based on the undergrowth density) the Contractor shall clear all vegetation including small trees, shrubs and undergrowth, and their root systems, and shall salvage any re-useable timber or other material by cutting into logs and stacking. Other cleared material shall be collected and disposed of off-site as directed by the Engineer.

Work Method

The Contractor shall use Labour methods for this item

Quality Control

The Engineer shall check the cleared widths at 50 metre intervals

Measurement Unit: m2

The measurement shall be the area cleared to the specified width over the length as instructed by the Engineer.

Payment:

The unit rate shall be the full compensation for all labour, tools and incidental costs required to complete the work.

04-50- 004 Bush Clearing (Light)

The Contractor shall clear all vegetation including small trees, and shrubs with their root systems. Grasses and any undergrowth shall be cut to a height of not more than 100mm. The cleared material shall be collected and disposed of away from the side drains and in a manner that causes no visibility obstruction to traffic.

Work Method

The Contractor shall use Labour methods for this item

Quality Control

The Engineer shall check the cleared widths at 50 metre intervals.

Measurement Unit: m²

The measurement shall be the area cleared to the specified width over the length as instructed by the Engineer.

Payment:

The unit rate shall be the full compensation for all labour, tools and incidental costs required to complete the work.

08-60-001/005: Culvert Cleaning (partially blocked)

08-60-003 600mm dia

This activity involves the cleaning of culverts of specified sizes including pipe barrels, the outlet/inlet structures, and the outlet drains, keeping them free of all debris, weed, silt and any obstruction to ensure free passage of water at all times. The debris shall be deposited in approved spoil dumps as directed by the Engineer

Partially blocked culverts shall be those with less than half of the barrel blocked. Correct widths and slopes of the outlet drains shall be maintained. The gradient of the outlet drain shall be not less than 2 %.

All broken culvert barrels discovered in the course carrying out this activity shall be reported to the Engineer.

This activity shall be carried out before the rains, or as directed by the Engineer.

Work Method

The Contractor shall use **Labour** to carry out this item of work

Quality Control

The culverts shall be checked as free of debris to the satisfaction of the Engineer.

Measurement Unit: m

The measurement shall be the length of culvert, including the outlet drain, cleaned

Payment

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

08- 60 - 006/7/8/9/10 : Culvert Cleaning (Fully blocked):

08 - 60 - 008 600mm dia;

This activity involves the cleaning of culverts of specified sizes including pipe barrels, the outlet/inlet structures, and the outlet drains, keeping them free of all debris, weed, silt and any obstruction to ensure free passage of water at all times. The debris shall be deposited in approved spoil dumps as directed by the Engineer

Fully blocked culvert shall be those with greater than half of the barrel blocked.

Correct widths and slopes of the outlet drains shall be maintained. The gradient of the outlet drain shall be not less than 2 %.

All broken culvert barrels discovered in the course of carrying out this activity shall be reported to the Engineer.

This activity should be carried out before the onset of the rains, or as directed by the Engineer.

Work Method

The Contractor shall use **Labour** to carry out this item of work.

Quality Control

The culverts shall be checked as free from debris, to the satisfaction of the Engineer.

Measurement Unit: m

The measurement shall be the length of culvert, including the outlet drain cleaned.

Payment

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

SECTION 10: GRADING AND GRAVELLING

Scope:

Grading covers the work of the reinstating of 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. Graveling consists of the excavation, loading, hauling, dumping and spreading 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

Table 10.1: Requirement for Gravel Wearing Course

GRADING REQUIREMENTS	
Sieve (mm)	% by Weight Passing
40	100
28	95 - 100
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

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

PLASTICITY INDEX REQUIREMENTS PI		
Zone	Min	Max
WET: Mean annual rainfall 500mm	5	20
DRY: Mean annual rainfall	10	30

BEARING STRENGTH		
Traffic VPD	CBR	DCP Equivale 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		

The Engineer shall approve quarries and the extent of their exploitation. The 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 and at no extra cost to the Employer. The Contractor is deemed to have included in his rates for the provision of the gravel material.

10-50-002 Carriageway Grading – Heavy Grading

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 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 bladed 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. Compaction shall be carried out using appropriate equipment approved by the Engineer, from the carriageway edges to the centerline in overlapping passes.

No grading shall be carried out in dry conditions. Where additional moisture is required to achieve compaction it shall be added in an even manner without transverse or longitudinal flow.

Work Method

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

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 +/- 1%

Measurement Unit: m²

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.

10-50- 004 : Carriageway Grading - Light Grading

The Contractor shall grade the carriageway to control roughness and corrugations using either a Towed or a Motor grader. The width of the carriageway shall be as specified for the Road Class.

Pegs 200 to 300mm long shall be placed at 20 m intervals to mark edge of the carriageway

The material shall be bladed toward the centre of the road, starting from both edges, to the specified camber. Where instructed by the Engineer, suitable materials from the side drains may be used to fill potholes and gullies in the carriageway. Any further material needed to re-form the camber shall be from an approved source. Compaction shall be achieved using the wheels of the equipment, tracked evenly over the full surface, or by other approved means. No grading shall be carried out in dry conditions.

Work Method

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

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 +/- 1%

Measurement Unit: m²

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.

10-80- 004 Removal of Overburden - Labour
10-80- 009 - Equipment

The Contractor shall remove overburden from quarries and borrow pits, which includes loading, hauling and stockpiling at approved locations. The thickness of the overburden layer to be removed shall be determined from trial pits dug on a 30 metre grid within the quarry area.

The overburden shall be deposited neatly for re-use to reinstate the quarry on completion of the Works, as directed by the Engineer.

Work Method:

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

Quality Control

- The location and manner of stock piling of the overburden for the reinstatement of the quarry shall be to the approval of the Engineer.

Measurement Unit: m³

The measurement shall be the volume of overburden removed as calculated from the cleared area and the mean depth indicated from the trial pits.

Payment

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

10-80- 005 : Haulage (Overhaul beyond 1.5km)

The Contractor shall load the excavated gravel, haul by appropriate equipment and off-load on the road as directed by the Engineer. Where the quantity delivered in any load falls short of the equipment capacity, off-loading shall only be permitted after the agreed spacing is adjusted accordingly.

No vehicle with a capacity of greater than 10 tonnes shall be permitted to off-load gravel directly on the prepared formation. Any greater loads shall be dumped in stockpiles off-road and transported to the formation areas by appropriate means.

Where loads supplied are found to contain material other than from the approved quarry and are of unacceptable quality, the Contractor shall remove them from site at the Contractor's expense.

Work Method:

The Contractor shall use both **Labour** and **Equipment** to carry out this Item.

Quality Control:

- No haulage equipment shall be used until its capacity has been ascertained by the Engineer
- The quality of gravel dumped on the road shall be according to the Specifications
- The quantity of material delivered in each load shall be checked before dumping is allowed
- The distance between the stacks shall be checked to ensure the required compacted thickness will be achieved.

Measurement Unit: m³km (Overhaul)

The Contractor shall allow in the rates for item 10-80-007 for a 'free' haul distance of 1.5km. The 'overhaul' shall be the distance, greater than 1.5km, to the centre point of the section where the gravel is being dumped and processed, measured along the shortest route as determined by the Engineer.

The measurement of overhaul shall be the product of the volume of the gravel hauled and the distance to the centre point as indicated above.

Payment

The unit rate shall include full compensation for labour, tools, equipment, and incidental costs necessary to carry out the work.

Excavation, Free haul, Spreading and Compaction of Gravel

10-80-007 - Labour

10-80-008 - Equipment

Excavation of Gravel - Labour - Equipment

Gravel shall be excavated from quarries approved by the Engineer, and the Contractor shall inform the Engineer if the quality/availability of the gravel changes during the course of excavation. Excavation and loading shall normally be by labour unless, at the request of the Contractor, the Engineer allows the use of equipment.

Stones and boulders with one dimension greater than 80mm shall be removed from the excavated gravel and deposited outside the quarry at locations approved by the Engineer. Such stones and boulders may be reused in other parts of Works with the approval of the Engineer.

Work Method

The Contractor shall use **Labour** and/or **Equipment** to carry out this work, as directed by the Engineer.

Quality Control:

- Oversize stones and boulders shall not be loaded for haulage to the road.
- Areas containing deleterious material shall not be excavated.

Free haul, spreading and Compaction of Gravel

The Contractor shall spread and compact gravel material, in a manner to ensure a uniform thickness of the layer across the full width of the carriageway and shaped to the specified camber. Spreading also includes the removal of any oversized stones or boulders, which cannot be broken down to the required size, to spoil dumps. Gravel shall be spread within 24 hours of off-loading.

Compaction of the gravel material shall be carried out from the carriageway edges to the centerline by overlapping passes of the compaction equipment. The number of passes shall be as directed by the Engineer dependent upon the equipment used and the material being compacted. Unless otherwise instructed the moisture content of the material shall be within $\pm 2\%$ of optimum

Where additional moisture is required water shall be applied in an even manner and the rate of application shall be such that no transverse or longitudinal flows occur.

The Engineer may instruct the Contractor to carry out density tests on the compacted material to ensure that an acceptable standard has been achieved.

Work Method:

The Contractor shall use **Labour** and/or appropriate **Equipment** to carry out this item.

Quality Control:

- The gravel surface width shall be checked at 100m intervals and shall have a tolerance of + / - 50mm
- Trial holes shall be dug as directed by the Engineer to check the gravel thickness and shall have a tolerance of + 5mm / - 0mm
- The camber shall be checked at 50m intervals and the maximum tolerance shall be + / - 1 %
- The longitudinal profile shall be checked after the compaction of each load to ensure a smooth surface with no corrugations or depressions

Measurement Unit: m³

The measurement shall be the volume of compacted gravel surfacing measured net according to the Drawings and shall include the excavation and the 1.5km 'free' haul distance

Payment

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

10-80-010 Restoration of Quarries and Borrow Pits

The Contractor shall level the ground, return the topsoil from the stockpiles, and uniformly spread the material over the full excavation area.

Adequate drainage provisions shall be made to protect the excavation areas, and where necessary appropriate protection measures shall be taken to avoid erosion of the spread topsoil layer. Grass and trees shall be replanted as directed by the Engineer.

Work Method

The Contractor shall use **Labour** and/or **Equipment** to carry out this item as agreed by the Engineer.

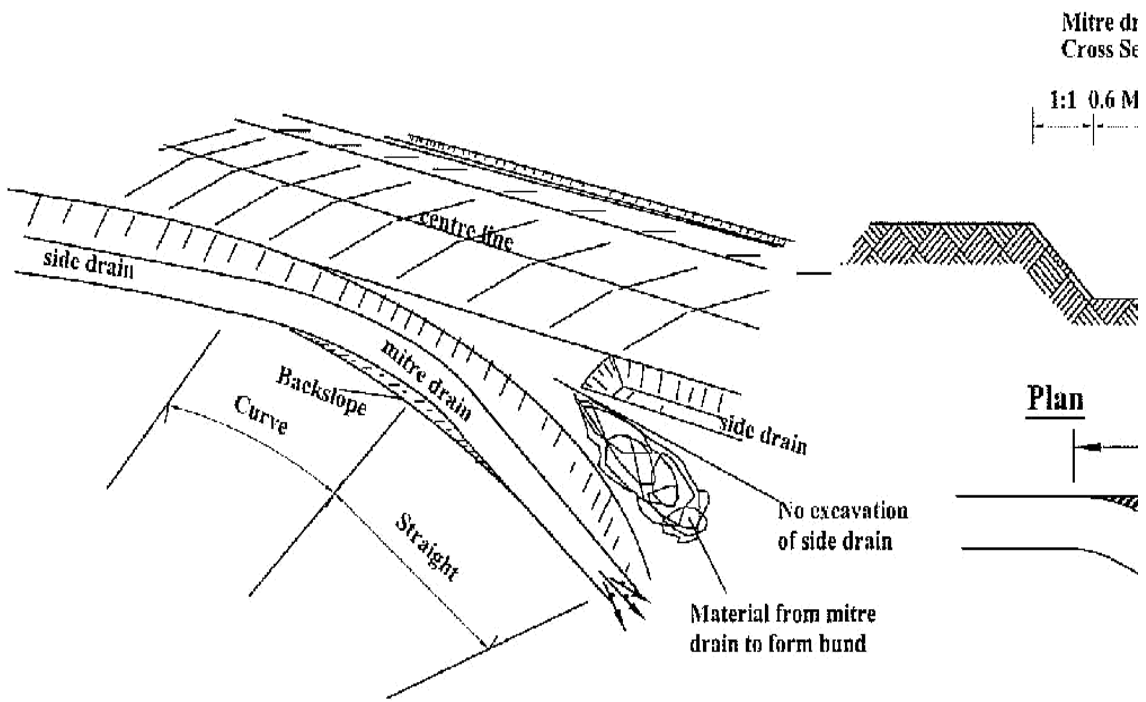
Quality Control

The Engineer shall check that the required measures have been satisfactorily taken.

Measurement and Payment: Provisional Sum

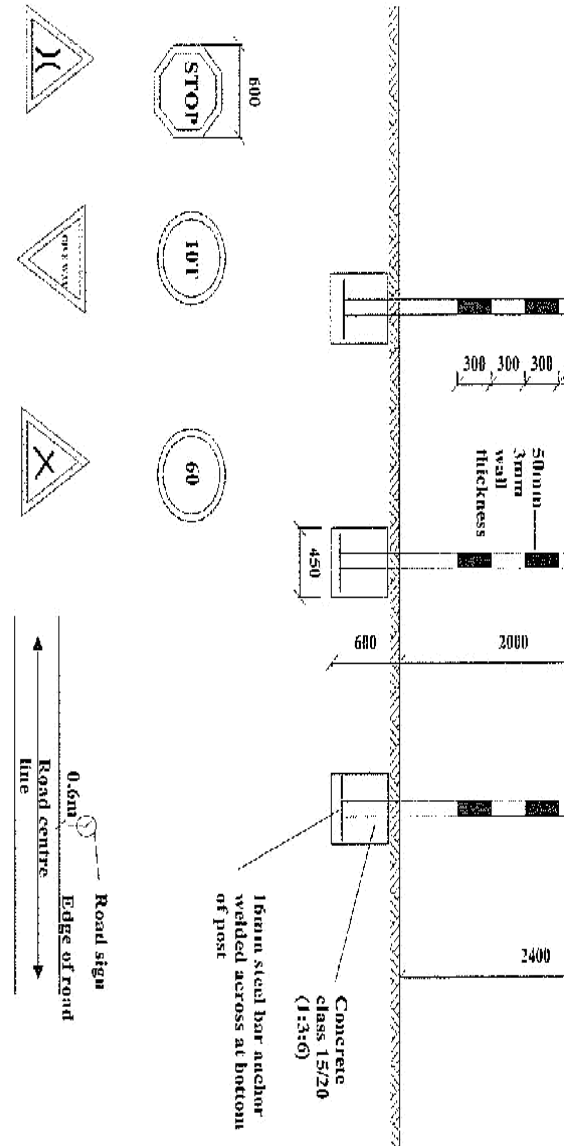
Payment shall be made on a Dayworks basis for the labour and equipment as directed by the Engineer

DRAWINGS



Notes

Location, direction and length of the mitre drain to be determined by the Engineer



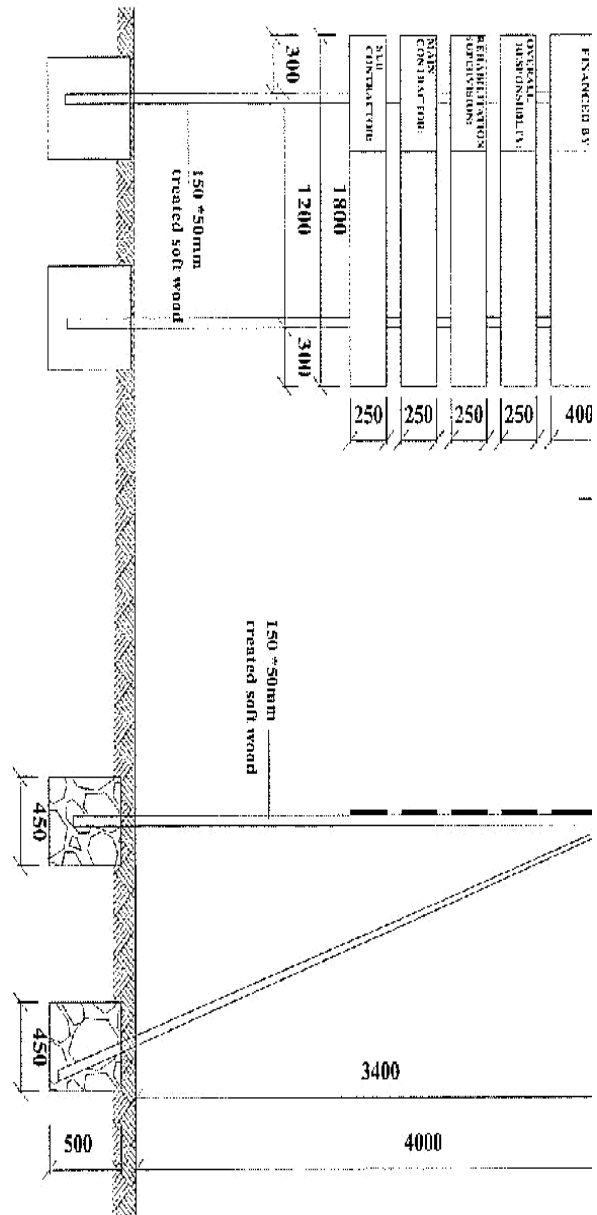
KEY

BLACK

WHITE

RED

1. The type of sign required and their location shall be as shown on the Road Plan or as directed by the Engineer.
2. Sign plate to be 2mm thick mild steel plate.
3. Sign post to be 50mm fixing clamps/brackets.
4. Sign plate to be fixed to steel tube by 5 Nos M10 bolts and 50mm fixing clamps/brackets.
5. Sign paints shall be reflective.
6. The sign plate and post shall be treated by applying two coats of lead red oxide paint before applying a priming and two finish coats of approved paints. Paints used shall have a hard, durable and glossy finish.



- NOTES**
1. The wording of the project sign board and the location to be as directed by the Engineer.
 2. Materials to be used for fabrication of signboard shall be pressure impregnated treated softwood timber
 3. Wording board posts to be attached to the posts with galvanised nails
 4. Project board posts and struts to be embedded in concrete class 20/20(1:2:4)

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 Instructions to Tenderers and these Documents.
2. The prices and rates to be inserted in the Bills of Quantities are to be the full, inclusive value of the work described under the several items including all costs and expenses which may be required in and for the execution of the work described and for the Contractor's overheads and profits. The rates shall be VAT exclusive but include all other taxes, levies and fees applicable. The rates shall be based on the Works being carried out in accordance with the R2000 Strategy of using optimum labour resources.
3. Each item in the Bills of Quantities contains only a brief description of the required work. Fuller details and descriptions of the work to be done, the materials to be used, the standards of workmanship, methods of measurement and payment are to be found in the various sections of the Specifications and on the Drawings.
4. The Quantities set out in the Bills of Quantities are estimated and represent substantially the work to be carried out. There is no guarantee that the Contractor will be required to carry out all the quantity of work indicated under any one particular item or group of items in the Bills of Quantities. The basis of payment shall be the Contractor's rates and the quantities of measured work done in fulfilment of the obligations under the Contract.
5. Work shall be carried out under Dayworks items only at the direction, and with the approval, of the Engineer. The Contractor shall enter rates in the Dayworks Schedule of Rates, which shall reflect the realistic costs, including overheads and profit, of each item. If, in the opinion of the Engineer, a rate is unreasonably high or low, the Contractor may be required to amend the rate to the satisfaction of the Engineer.

BILLS OF QUANTITIES

(AS GENERATED FROM RMS)

Road Code C399

Section Name

Ndindiruku - Kuimbu

Package: KeRRA/011/KIR/39/GOK/064/2020-21

Bill of Quantities					Page: 1
Bill No.1	General: Office administration and overheads/Preliminaries				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
01-50-026	Miscellaneous And other Charges	KS	200000		
	Total Carried Forward to Summary:				

Bill of Quantities					Page: 2
Bill No.4	SITE CLEARANCE				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
04-50-004	Light Bush Clearing	M ²	10000		
	Total Carried Forward to Summary:				

Bill of Quantities					Page: 4
Bill No.10	GRADING AND GRAVELLING WORKS				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
10-50-003	Light grading as instructed by the Engineer	M ²	30000		
10-60-003	Gravel Patching	M ³	1692		
Total Carried Forward to Summary:					

RoadCode C399

Structure:

Package: KeRRA/011/KIR/39/GOK/064/2020-21

Bill of Quantities		Page: 1
Summary		Project:
Item No.	Description	Amount (KShs)
1	General: Office administration and overheads/Preliminaries	
4	SITE CLEARANCE	
8	CULVERT AND DRAINAGE WORKS	
10	GRADING AND GRAVELLING WORKS	
	Sub Total	
	VAT @ 14 %	
	Total	
	Contingencies (@ 0 %)	
	Carried to page on the form of Tender	