



**AFD/GOK ROADS 2000 PROJECT – AREA 1  
IMPROVEMENT TO GRAVEL STANDARDS AND  
PERFORMANCE BASED ROUTINE MAINTENANCE WORKS  
OF MATIRI - KAMARANDI ROAD BATCH 1**

**TENDER No.** : AFD/EU/ TN/GR /2/2023/24  
**ROAD No.** : C382  
**ROAD NAME** : MATIRI – KAMANYAKI BATCH 1  
**PROJECT LENGTH** : 6.0 KM

**JANUARY 2024**

**DIRECTOR (Planning, Design and  
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KENYA RURAL ROADS AUTHORITY  
P.O. BOX 48151 - 00100  
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## **INVITATION TO TENDER**

**Kenya Rural Roads Authority,  
P.O. Box 48151–00100,  
NAIROBI.  
Email : dg@kerra.go.ke**

### **TENDER NAME: GRAVELLING AND PERFORMANCE BASED ROUTINE MAINTENANCE OF MATERI – KAMANYAKI ROAD IN THARAKA NITHI COUNTY -BATCH 1**

**TENDER No: AFD/EU/ TN/GR /2/2023/24**

1. The (*Kenya Rural Roads Authority*) invites sealed tenders from eligible candidates for **(GRAVELLING AND PERFORMANCE BASED ROUTINE MAINTENANCE OF MATERI – KAMANYAKI ROAD BATCH 1 IN THARAKA NITHI COUNTY)**.
2. Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. This Tender is **open** to all citizens
4. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *[0900 to 1600 hours]* at the address given below.

**The Director General,  
Kenya Rural Roads Authority,  
Block 'B', Barabara Plaza, off Mombasa Road,  
Opposite KCAA along Airport South Road, JKIA, Nairobi.  
P.O Box 48151-00100, Nairobi, Kenya.**

5. Tender documents may be obtained electronically from the Authority's Website ([www.kerra.go.ke](http://www.kerra.go.ke))  
Tender documents obtained electronically will be **free of charge**.
6. Tender documents may be viewed and downloaded for free from the website ([www.kerra.go.ke](http://www.kerra.go.ke)).  
Tenderers who download the tender document must forward their particulars immediately to ([procurement@kerra.go.ke](mailto:procurement@kerra.go.ke)) to facilitate any further clarification or addendum.
7. All Tenders must be accompanied by a **Kenya Shillings Fifty Thousand Shillings Only [Kshs.50,000.00]** Tender Security.
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
9. Completed tenders must be delivered to the address below on or before **15<sup>th</sup> February, 2024 at 11.00am**. Electronic Tenders **will not** be permitted.
10. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

11. There will be a **MANDATORY pre-arranged pre-tender site visit** held on **1<sup>st</sup> February, 2024 at 9:00am** at the **Kenya Rural Roads Authority (KeRRA) Regional Office – THARAKA NITHI County**

12.

13. Late tenders will be rejected.

14. The addresses referred to above are:

**A. Address for obtaining further information and for purchasing tender documents**

Physical address for hand Courier Delivery to an office or Tender Box

The officer to be contacted:

Deputy Director Supply Chain Management,

Email : [procurement@kerra.go.ke](mailto:procurement@kerra.go.ke)

Tel : 020-7807600 (01-05) ; Mobile : +254 711 851103

**B. Address for Submission of Tenders. (Office or Tender Box)**

Physical address for hand Courier Delivery to office or Tender Box

The Regional Director,

Kenya Rural Roads Authority,

Tharaka Nithi Regional Office

P. O. Box 345 – 60400

**CHUKA**

**C. Address for Opening of Tenders.**

Kenya Rural Roads Authority,

Tharaka Nithi Regional Office

P. O. Box 345 - 60400

**CHUKA.**

**Deputy Director – Supply Chain Management**

**FOR. DIRECTOR GENERAL**

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# **PART 1 - TENDERING PROCEDURES**

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## SECTION I: INSTRUCTIONS TO TENDERERS

### A General Provisions

#### 1. Scope of Tender

- 1.1 The Procuring Entity as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The name, identification, and number of lots (contracts) of this Tender Document are **specified in the TDS**.

#### 2. Fraud and Corruption

- 2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 2.4 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

#### 3. Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.
- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall

be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:

- a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or
- b) Receives or has received any direct or indirect subsidy from another tenderer; or
- c) Has the same legal representative as another tenderer; or
- d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or
- e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
- f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
- g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
- h) Has a close business or family relationship with a professional staff of the Procuring Entity who:
  - i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
  - ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

3.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved any of these practices shall be automatically disqualified.

3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8.A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub- consultants for any part of the Contract including related Services.

3.7 Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).

3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.

3.9 A Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the

United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.

3.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

3.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website [www.nca.go.ke](http://www.nca.go.ke).

3.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)

3.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

#### **4. Eligible Goods, Equipment, and Services**

4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not eligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.

4.2 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

#### **5. Tenderer's Responsibilities**

5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.

5.2 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.

5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the

Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.

5.4 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

## **B. Contents of Tender Documents**

### **6. Sections of Tender Document**

6.1 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 8.

#### **PART 1 Tendering Procedures**

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

#### **PART 2 Works Requirements**

- i) Section V - Drawings
- ii) Section VI - Specifications
- iii) Section VII - Bills of Quantities

#### **PART 3 Conditions of Contract and Contract Forms**

- i) Section VIII - General Conditions of Contract (GCC)
- ii) Section IX - Special Conditions of Contract (SC)
- iii) Section X - Contract Forms

6.2 The Invitation to Tender Document (ITT) issued by the Procuring Entity is not part of the Contract documents.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.

### **7. Site Visit**

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

### **8. Pre-Tender Meeting**

8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender meeting will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later

than the period specified in the **TDS** before the meeting.

- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender site visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonym zed (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pretender site visit, shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

## **9. Clarification and amendments of Tender Documents**

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

## **10. Amendment of Tendering Document**

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 25.2 below.

## **C. Preparation of Tenders**

### **11. Cost of Tendering**

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **12. Language of Tender**

- 12.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate and notarized translation of the relevant passages into the English Language, in which



case, for purposes of interpretation of the Tender, such translation shall govern.

### **13. Documents Comprising the Tender**

#### **13.1 The Tender shall comprise the following:**

- a) Form of Tender prepared in accordance with ITT 14;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
- d) Alternative Tender, if permissible, in accordance with ITT 15;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f) Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) Conformity: a technical proposal in accordance with ITT 18;
- h) Any other document required in the **TDS**.

#### **13.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted.**

#### **13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.**

### **14. Form of Tender and Schedules**

#### **14.1 The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested.**

### **15. Alternative Tenders**

#### **15.1 Unless otherwise specified in the **TDS**, alternative Tenders shall not be considered.**

#### **15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.**

#### **15.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity. When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.**

### **16. Tender Prices and Discounts**

#### **16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.**

- 16.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.
- 16.3 The price to be quoted in the Form of Tender, in accordance with ITT 14.1, shall be the total price of the Tender, including any discounts offered.
- 16.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14.1.
- 16.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.
- 16.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4, provided the Tenders for all lots (contracts) are opened at the same time.
- 16.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

## **17. Currencies of Tender and Payment**

- 17.1 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya shall device own ways of getting foreign currency to meet those expenditures.

## **18. Documents Comprising the Technical Proposal**

- 18.1 The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

## **19. Documents Establishing the Eligibility and Qualifications of the Tenderer**

- 19.1 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.
- 19.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.
- 19.3 A margin of preference will not be allowed. Preference and reservations will be allowed, individually or in joint ventures. Applying for eligibility for Preference and reservations shall supply all information

required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

19.5 The purpose of the information described in ITT 19.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

19.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

19.8 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) if the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## **20. Period of Validity of Tenders**

20.1 Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 24). A Tender valid for a shorter period shall be rejected by the



Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 21.1, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 20.3.

20.3 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified in the **TDS**;
- b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

## 21. Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.

21.2 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

- a) an unconditional Bank Guarantee issued by reputable commercial bank); or
- b) an irrevocable letter of credit;
- c) a Banker's cheque issued by a reputable commercial bank; or
- d) another security specified **in the TDS**,

21.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 20.2.

21.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the **TDS**. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined nonresponsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the **TDS**.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- e) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or
- f) if the successful Tenderer fails to:

- i) sign the Contract in accordance with ITT 50; or
- ii) furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS**.

21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

21.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

21.10 A tenderer shall not issue a tender security to guarantee itself.

## **22. Format and Signing of Tender**

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

## **D. Submission and Opening of Tenders**

### **23. Sealing and Marking of Tenders**

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 15, and if relevant:
  - i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and

- ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity.
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

## **24. Deadline for Submission of Tenders**

24.1 Tenders must be received by the Procuring Entity at the address specified in the **TDS** and no later than the date and time also specified in the **TDS**. When so specified in the **TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **25. Late Tenders**

25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

## **26. Withdrawal, Substitution, and Modification of Tenders**

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 22.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 22 and ITT 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.

26.2 Tenders requested to be withdrawn in accordance with ITT 26.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## **27. Tender Opening**

27.1 Except in the cases specified in ITT 23 and ITT 26.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified in the **TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 24.1, shall be as specified in the **TDS**.

- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 27.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).
- 27.8 The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - b) the Tender Price, per lot (contract) if applicable, including any discounts;
  - c) any alternative Tenders;
  - d) the presence or absence of a Tender Security, if one was required.
  - e) number of pages of each tender document submitted.
- 27.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.

## **E. Evaluation and Comparison of Tenders**

### **28. Confidentiality**

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 46.
- 28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.
- 28.3 Notwithstanding ITT 28.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any **matter related to the tendering process, it shall do so in writing.**

### **29. Clarification of Tenders**

29.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 33.

29.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

### **30. Deviations, Reservations, and Omissions**

30.1 During the evaluation of tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tender document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.

### **31. Determination of Responsiveness**

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 13.

31.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, **reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:**

- a) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract; or
- c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

31.3 The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 18, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

31.4 If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### **32. Non-material Non-conformities**

32.1 Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.

32.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial non-conformities in the tender related to documentation requirements. Requesting information or documentation on such non- conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.

32.3 Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable



nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

### **33. Arithmetical Errors**

33.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

33.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail

33.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

### **34. Currency provisions**

34.1 Tenders will priced be in Kenya Shillings only. Tenderers quoting in currencies other than in Kenya shillings will be determined non-responsive and rejected.

### **35. Margin of Preference and Reservations**

35.1 No margin of preference shall be allowed on contracts for small works.

35.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, WOMEN and/or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to those specified groups are the only ones eligible to tender. Otherwise if no so stated, the invitation will be open to all tenderers.

### **36. Nominated Subcontractors**

36.1 Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Procuring Entity.

36.2 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

36.3 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Procuring Entity in the **TDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

### **37. Evaluation of Tenders**

37.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender in accordance with ITT 40.

37.2 To evaluate a Tender, the Procuring Entity shall consider the following:

- a) price adjustment due to discounts offered in accordance with ITT 16;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 39;
- c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 30.3; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

37.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

37.4 In the case of multiple contracts or lots, Tenderers shall be allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the **Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.**

### **38. Comparison of Tenders**

38.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 38.2 to determine the Tender that has the lowest evaluated cost.

### **39. Abnormally Low Tenders**

39.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

39.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

39.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

### **40. Abnormally High Tenders**

40.1 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

40.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

40.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

#### **41. Unbalanced and/or Front-Loaded Tenders**

41.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

41.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) reject the Tender,

#### **42. Qualifications of the Tenderer**

42.1 The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

42.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 19. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

42.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

42.4 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

42.5 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

42.6 After evaluation of the price analyses, if the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

#### **43. Best Evaluated Tender**

43.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Best Evaluated Tender. The Best Evaluated Tender is the Tender of the Tenderer that meets the Qualification



Criteria and whose Tender has been determined to be:

- a) Most responsive to the Tender document; and
- b) the lowest evaluated price.

#### **44. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.**

44.1 The Procuring Entity reserves the right to accept or reject any Tender and to annul the Tender process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

### **F. Award of Contract**

#### **45. Award Criteria**

45.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

#### **46. Notice of Intention to enter into a Contract**

46.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

#### **47. Standstill Period**

47.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

47.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter **into a Contract with the successful Tenderer.**

#### **48. Debriefing by the Procuring Entity**

48.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 46, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

48.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending **such a debriefing meeting.**

#### **49. Letter of Award**

49.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

## **50. Signing of Contract**

- 50.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 50.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 50.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

## **51. Appointment of Adjudicator**

- 51.1 The Procuring Entity proposes the person named in the **TDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified in the **TDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the Special Conditions of Contract (SCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

## **52. Performance Security**

- 52.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 40.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.
- 52.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS**, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.
- 52.3 Performance security shall not be required for contracts estimated to cost less than Kenya shillings five million shillings.

## **53. Publication of Procurement Contract**

- 53.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
- a) name and address of the Procuring Entity;
  - b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
  - c) the name of the successful Tenderer, the final total contract price, the contract duration.
  - d) dates of signature, commencement and completion of contract;
  - e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

## **54. Procurement Related Complaints and Administrative Review**

- 54.1 The procedures for making Procurement-related Complaints are as specified in the **TDS**.
- 54.2 A request for administrative review shall be made in the form provided under contract forms.

## Section II - Tender Data Sheet (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
<b>ITT 1.1</b>	<p>The name of the contract is <b>GRAVELLING AND PERFORMANCE ROUTINE MAINTENANCE OF MATERI – KAMANYAKI ROAD IN THARAKA NITHI COUNTY -BATCH 1</b></p> <p>The reference number of the Contract is <b>AFD/EU/ TN/GR /2/2023/24</b></p>
<b>ITT 2.1</b>	The tenderer has read and understood the AFD Policy on Corrupt and Fraudulent Practices and Environmental and Social Responsibility. In addition, they shall include a declaration not to engage in any corrupt or fraudulent practices and Implement environmental and social risks mitigation measures as per the Environmental And Social Management Plan (ESMP)
<b>ITT 2.3</b>	The Information made available on competing firms is as follows: <b>N/A</b>
<b>ITT 2.4</b>	The firms that provided consulting services for the contract being tendered for are: <b>Runji Consulting Group Ltd.</b>
<b>ITT 3.1</b>	Maximum number of members in the Joint Venture (JV) shall be: <b>N/A.</b>
	<b>B. Contents of Tender Document</b>
<b>8.1</b>	There shall be <b>No Pre-Tender site meeting</b> . However, <b>Pre-arranged Pre-Tender</b> site visit is <b>MANDATORY</b> on <b>1<sup>st</sup> February, 2024</b> at 9:00am at the Regional Region Office – <b>THARAKA NITHI County</b> , and Bidders are required to thereafter collect a duly signed Pre-Tender Site Visit Certificate from the KeRRA Regional Director as indicated in the Instruction to Bidders.
<b>ITT 8.2</b>	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 14 days before the date of tender opening.
<b>ITT 9.1</b>	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>Kenya Rural Roads Authority,  Block 'B', Ground Floor, South Wing,  Barabara Plaza, off Mombasa Road,  Opposite KCAA along Airport South Road,  JKIA, Nairobi.  P.O Box 48151-00100,  <b>Nairobi, Kenya</b>  <b>Email: <a href="mailto:procurement@kerra.go.ke">procurement@kerra.go.ke</a></b></p>
<b>C. Preparation of Tenders</b>	
ITP 13.1 (h)	<p>The Tenderer shall submit the following additional documents in its Tender:</p> <p><i>a.</i> A signed declaration form to abide with AFD's Policy on Corrupt and Fraudulent Practices and Environmental and Social Responsibility.</p>
<b>ITT 15.1</b>	Alternative Tenders <b><i>shall not be</i></b> considered.
<b>ITT 15.2</b>	Alternative times for completion <b><i>shall not be</i></b> permitted.
<b>ITT 15.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: <i>N/A</i>
<b>ITT 16.5</b>	The prices quoted by the Tenderer <b><i>shall be fixed</i></b>
<b>ITT 16.7</b>	The Employer will assist in initiating the process of tax exemption certificate for VAT. Bidders should note that the withholding income tax (3%) will apply as per the law.
<b>ITT 20.1</b>	The Tender validity period shall be <b>140</b> days.
<b>ITT 20.3 (a)</b>	(a <i>N/A</i> )
<b>ITT 21.1</b>	<p>A Tender Security <b><i>shall be required</i></b> from an insurance company registered and licensed by the Insurance Regulatory Authority.</p> <p>If a Tender Security shall be required, the amount and currency of the Tender Security shall be <b><u>KSh50,000.00 per Tender document</u></b></p>
<b>ITT 21.2 (d)</b>	NOT APPLICABLE
<b>ITT 21.5</b>	On the Performance Security, other documents required shall be an <b>Unconditional</b>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>Demand Bank Guarantee</b>
ITT 22.1	In addition to the original of the Tender, the number of copies is: <b>1 (One)</b> .
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: written power of attorney drawn by commissioner of oaths and signed by the Directors providing the power of attorney.
<b>D. Submission and Opening of Tenders</b>	
ITT 24.1	<p>(A) For <u>Tender submission purposes only</u>, the Procuring Entity's address is:  Kenya Rural Roads Authority  Barabara Plaza, Block B  P.O Box 48151 – 00100  Nairobi. Kenya.</p> <p>The Tenders must be submitted no later than:  Date: <b><u>15<sup>th</sup> February, 2024</u></b>  Time: <b><u>11:00AM EAT</u></b></p> <p>Tenderers <b>shall not submit</b> tenders electronically.</p>
ITT 27.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p><b>Kenya Rural Roads Authority</b>  Tharaka Nithi Regional Office  P. O. Box 345 - 60400  <b><u>CHUKA</u></b></p> <p>Date and time of tender opening.  Date: <b><u>15<sup>th</sup> February, 2024</u></b>  Time: <b>11.00 AM EAT</b></p>
ITT 27.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures <i>N/A</i>
ITT 27.6	The number of representatives of the Procuring Entity to sign is <b>All members of the opening committee.</b>
<b>E. Evaluation, and Comparison of Tenders</b>	
ITT 32.3	The adjustment shall be based on the <i><u>highest</u></i> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	shall use its best estimate.
ITT 35.2	The invitation to tender is extended to the following groups that qualify for Reservations <b>_OPEN_</b>
ITT 36.1	At this time, the Procuring Entity <b><i>does not intend</i></b> to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 36.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: <b>0%</b> <i>of the total contract amount.</i>
ITT 36.3	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: <b>N/A</b> For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.
ITT 37.2 (d)	<b>Additional requirements apply.</b> These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 51.1	The person named to be appointed as Adjudicator is as nominated by the Procuring Entity who is registered by the CIARB at an hourly fee <u>as provided by CIARB</u>
ITT 52.2	Other documents required are: <b>Form No. 8. Beneficial Ownership Disclosure Form.</b>
ITT 54.1	<p>The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: [<b>Director General</b>]</p> <p>Title/position: [<b>Director General</b>]</p> <p>Procuring Entity: [<b>Kenya Rural Roads Authority KeRRA</b>]</p> <p>Email address: [<a href="mailto:procurement@kerra.go.ke">procurement@kerra.go.ke</a>]</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity's decision to award the contract.</p>

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### **1. Evaluation and contract award Criteria**

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that

- (i) meets the qualification criteria,
- (ii) has been determined to be substantially responsive to the Tender Documents, and
- (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

### **2. Preliminary examination for Determination of Responsiveness**

The Procuring Entity will be examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “Part 2 – Procuring Entity's Works Requirements”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

#### **A. PRELIMINARY EXAMINATION**

Tenderers shall provide evidence satisfactory to the Employer of their eligibility and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to provide latest information set out below:

**Table 1:**

Ite			
	Evaluation Criteria / Condition / Requirement Description	Clause Ref.	Requirement Priority
<b>PRELIMINARY EVALUATION CRITERIA</b>			
1)	Provide a <b>Tender Security of Kshs. 50,000.00</b> in the required format. The tender guarantee (security) will remain in force up to and including <i>One Hundred And Fourty(140)</i> days, from the specified date of bid opening {(140) days}. <b>a) A Tender Security shall be a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority and listed by the authority.</b> <i>N/B This form of tender security (tender bond) is not applicable; bidders that submit it to be disqualified</i>	21.0 11.1 S ITT 21.1 – 21.2 SECTION IV: 10	<b>Must be submitted</b>

Ite	Evaluation Criteria / Condition / Requirement Description	Clause Ref.	Requirement Priority
2)	<p><i>Properly and dully filled, signed and stamped <b>form of bid</b> by the authorized person through the power of attorney. with a bid validity One Hundred And Forty (140) days, from the specified date of bid opening {(140) days}.</i></p> <p><i>In addition:</i></p> <p><i>B) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.</i></p> <p><i>C) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.</i></p> <p><i>a) Properly and dully filled, signed and stamped Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict of interest.</i></p> <p><i>b) Properly and dully filled, signed and stamped Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.</i></p> <p><i>c) Properly and dully filled, signed and stamped Self-Declaration of the Tenderer– to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.</i></p> <p><i>d) Properly and dully filled, signed and stamped Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal 2015.</i></p> <p><i>D) Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender</i></p>	<p>13.1 (a)</p> <p>ITT 13.1(h): (j)</p> <p>14</p> <p>SECTION IV: (5) – (9)</p>	<p><b>Must be submitted</b></p>
3)	<p>Certified Certificate of Incorporation issued by Registrar of Companies. <b>Certified by a Commissioner of Oath</b></p>	<p>TDS ITT 13.1 (h): (a)</p>	<p><b>Must be submitted</b></p>
4)	<p>Current Certified CR12 Certificate (dated within 6 Months before date of opening) from the Registrar of Companies. This should be provided with Identification Documents of Directors and all individuals listed on the CR12. (ID or Passport). For Corporate Directors, CR12 or its equivalent for the corporate directors, Identification Documents for the corporate Director and its directors MUST be provided. <b>Certified by a</b></p>	<p>TDS ITT 13.1 (h): (b)</p>	<p><b>Must be submitted</b></p>



Ite	Evaluation Criteria / Condition / Requirement Description	Clause Ref.	Requirement Priority
	<b>Commissioner of Oath</b>		
5)	Valid certified Current Single Business permit	TDS ITT 13.1 (h): (h)	<b>Must be submitted</b>
6)	Valid Tax Compliance Certificate.	TDS ITT 13.1 (h): (g)	<b>Must be submitted</b>
7)	Current Certificate of Registration with National Construction Authority in the Category “NCA 6 or 7” <b>together</b> with a valid NCA practicing license	TDS ITT 13.1 (h): (d)	<b>Must be submitted</b>
8)	Pre-Tender Site Visit Certificate duly endorsed by the Authorized KeRRA Staff.	18 TDS ITT 18.1	<b>Must be submitted</b>
9)	Certified copies of Training Certificates of one Director and two Technical Supervisors who have completed Labour Based Road Engineers Course offered by KIHBT Training Centres <b>Certified by a Commissioner of Oath</b>	S ITT 13.1 (h): (c)	<b>Must be submitted</b>
10)	Submit a written power of attorney authorizing the signatory of the bid to commit the Bidder Witnessed by a Commissioner of Oaths.	19.1 TDS ITT 13.1 (h): (h)	<b>Must be submitted</b>
11)	Chronological Serialization of all the pages of the tender document (this should be sequential in the format of 1,2,3,4,5.....) from the first page to the last page.		<b>Must be Serialized</b>
12)	The Tender submission <b>SHALL</b> be as follows: a) One Original clearly marked “ <b>ORIGINAL</b> ”, b) One hard copy <b>CLEARLY</b> marked “ <b>COPY</b> ”	22.1 S ITT 22.1	<b>Must be submitted</b>
13)	Provide Properly and dully filled, signed and stamped proof of Eligible Goods, Equipment, and Services ( <i>Bidders to demonstrate that Goods, equipment and services to be supplied under the contract to have their origin in any country that is not determined ineligible under ITT 4.1</i> ).	4.0 S ITT 13.1 (h): (f) SECTION IV: Form EQU	<b>Must be submitted</b>
14)	Provide a Properly and dully filled, signed and stamped proof of having not been declared ineligible by the PPRA as described	ITT 3.7	<b>Must be submitted</b>

Ite	Evaluation Criteria / Condition / Requirement Description	Clause Ref.	Requirement Priority
	in ITT 3.7		d
15)	Submission of Audited Accounts or equivalent acceptable to the Employer, for the last five [5] years (2018, 2019, 2020, 2021 & 2022) to demonstrate: the current soundness of the applicant's financial position and its prospective long-term profitability, and capacity to have a cash flow amount, turnover and working capital (attach valid license of the auditor from ICPAK),	S ITT 13.1(h) – (e) SECTION IV: Form FIN 4	Must be submitted
16)	Provide a Properly and dully filled, signed and stamped <b>Bill of Quantities (any alterations should be countersigned by the authorized person)</b>	ITT 16.2	Must be Filled
17)	Provide a Properly and dully filled, signed and stamped, <b>the following schedules of supplementary information.</b> <b>NOTE:</b> <i>That bidders should not alter the format of any of the forms under this section. Any alteration shall lead to disqualification of the bid</i>		
	FORM 2 EQU: Properly and dully filled, signed and stamped form of Equipment (A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer)	ITT 4; TDS ITT 13.1(h) – (e)	Must be Filled
	FORM 3 PER: Properly and dully filled, signed and stamped Contractor's Representative and Key Personnel Schedule (Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract separately for each personnel/ candidate; with declaration for both parties; data on their experience should be provided).	ITT 17.	Must be Filled
	FORM 4: Properly and dully filled, signed and stamped form of tenderers qualification without pre-qualification. <b>FORM ELI-1.1 (Properly and dully filled,</b>	13.1	Must be Filled

Ite	Evaluation Criteria / Condition / Requirement Description		Clause Ref.	Requirement Priority
		<p><i>signed and stamped form of Tenderer Information)</i></p> <p>Attach copies of original documents of [check the box(es) of the attached original documents]</p> <p>1) Articles of incorporation (or equivalent documents of constitution or association), and /or documents of registration of the legal entity named above, in accordance with ITT 4.4.</p> <p>2) A current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority, if tender s a Kenyan tenderer, in accordance with ITT 4.15.</p> <p>3) In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>		
1)	FORM ELI-1.1	Properly and dully filled, signed and stamped form of Tenderer Information	ITT 18.0)	Must be Filled
2)	FORM ELI-1.2	Properly and dully filled, signed and stamped of Tenderer's JV Information Form <i>(to be completed for each member of Tenderer's JV)</i>	ITT 18.0)	Must be Filled
3)	FORM CON-2	Properly and dully filled, signed and stamped form of Historical Contract Non-Performance, Pending Litigation and Litigation History	ITT 18.0)	Must be Filled
4)	FORM FIN-3.1	Properly and dully filled, signed and stamped of Financial Situation and Performance	ITT 18.0	Must be Filled
		Properly and dully filled, signed and stamped form of Sources of Finance		
		Properly and dully filled, signed and stamped form of financial documents		

Ite	Evaluation Criteria / Condition / Requirement Description		Clause Ref.	Requirement Priority
5)	FORM FIN – 3.2	Properly and dully filled, signed and stamped form of Average Annual Construction Turnover	ITT 18.0	Must be Filled
6)	FORM FIN –3.3	Properly and dully filled, signed and stamped form of Financial Resources	ITT 18.0	Must be Filled
7)	FORM FIN-3.4	Properly and dully filled, signed and stamped form of Current Contract Commitments / Works in Progress	ITT 18.0	Must be Filled
8)	FORM EXP- 4.1	Properly and dully filled, signed and stamped form of General Construction Experience	ITT 18.0	Must be Filled
9)	FORM EXP -4.2(a)	Properly and dully filled, signed and stamped of Specific Construction and Contract Management Experience.	ITT 18.0	Must be Filled
10)	FORM EXP -4.2(b)	Properly and dully filled, signed and stamped form of Construction Experience in Key Activities ( <i>All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.)</i> )	ITT 18.0	Must be Filled
11)	FORM SD1:	Properly and dully filled, signed and stamped form of Self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.	ITT 18.0	Must be Filled
12)		Must submit APPENDIX 1 form of -fraud and corruption must be attached ( <i>Appendix 1 shall not be modified</i> ).	ITT 18.0	Must be Submitted
B) DETAILED EVALUATION CRITERIA				
(i) TECHNICAL & FINANCIAL CAPACITY EVALUATION CRITERIA				
Technical Evaluation Criteria will be as per Table 3 & 4 given below. Tenders that do not pass the Technical & Financial Capacity Examination will be considered non- responsive and will not be considered further.				
C) MARGIN OF PREFERENCE AND RESERVATIONS			N/A	

Ite	Evaluation Criteria / Condition / Requirement Description	Clause Ref.	Requirement Priority
<b>D) ERROR CHECK</b>			
18)	<ul style="list-style-type: none"> <li>✓ The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.</li> <li>✓ Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:</li> </ul>	ITT 31	<b>Must be Submitted</b>
	<b>A.</b> Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.		
	<b>B.</b> Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and		
	<b>C.</b> If there is a discrepancy between words and figures, the amount in words shall prevail		
	<b>D.</b> Abnormally low tenders, abnormally high tenders or any other indications of potential bid rigging practices, and tenders that are front loaded.		
<b>E) POST QUALIFICATION AND CONTRACT AWARD</b>			
	<b>A.</b> The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow <b>as per the provisions of the Qualification Criteria Matrix in Table 3 below</b>		<b>Must Meet with Supporting Evidence</b>
	<b>B.</b> Minimum average annual turnover as per the provisions of the Qualification Criteria Matrix in Table 3 below.		
	<b>C.</b> Specific experience requirement as per the provisions of the Qualification Criteria Matrix in Table 3 below.		

**Table 3: Technical & Financial Capacity Evaluation**

Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
1. Historical Contract Non-Performance							
1.1	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last five (5) 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	/ A	/ A	/ A	Form CON-2
1.2	Pending Litigation	All pending litigation shall in total not represent more than thirty percent (30%) of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must meet requirement	/ A	/ A	/ A	Form CON-2
2. Financial Situation							
2.1	Financial Performance	Submission of audited accounts or if not required by the law of the applicant's country, other financial statements acceptable to the Employer, for the last <b>Five [5]</b> 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. <b>KShs.</b>	Must meet requirement  a) Must meet requirement  b) Must meet requirement	/ A	/ A	/ A  N / A  N / A	Form FIN - 3.1, with Supporting Evidence

Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
		5,000,000.00 equivalent working capital					
2.2	verage Annual Construction Turnover	Minimum average annual construction turnover <b>KShs 20,000,000.00</b> calculated as an annual average of the total payments received from construction works within the last Five (5) years.	Must meet requirement	/ A	/ A	/A	Form FIN - 3.2 with Supporting Evidence
<b>3. Experience</b>							
3.1	General Construction Experience	Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last <b>five (5)</b> years prior to the applications submission deadline	Must meet requirement	/ A	/ A	/ A	Form EXP - 4.1 Experience
3.2 (a)	Specific Construction Experience	Participation as contractor, management contractor or subcontractor, in at least <b>Two (2) contracts</b> with a value of at least <b>KShs. 20Million</b> within the last <b>Five (5) Years</b> 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 the Scope of Works)  For subcontracted Works the Bidder should provide the following: ▪ Award letter of the Main	Must meet requirement	/ A	/ A	/ A	FormEXP.4.2(a)  Must Provide Supporting Evidence

Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
		Contractor <ul style="list-style-type: none"> <li>▪ Award letter of the subcontract</li> <li>▪ Completion letter of the Subcontract</li> </ul> Proof of payment (attach payment certificates and certified bank statements .indicating proof of payment) <b>Certified by a Commissioner of Oath</b>					
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"> <li>- New construction of bridges and approach roads</li> <li>- Other similar road works (gravel, concrete paving blocks or concrete etc.)</li> </ul>	Must meet requirements	/ A	/ A	/ A	Must Provide Supporting Evidence
<b>4. Work Methodology</b>							
4.1	Work Methodology	Submission of a work methodology	Should demonstrate understanding of the scope of works and other general requirements	/ A	/A	/A	Must Submit
<b>Site Staff</b>							
	The site staff shall possess minimum levels set below;						
5.1	Site Agent	Qualification = Bachelors in Civil Eng. General General Experience= 5yrs, Specific Experience = 3 Yrs	Must meet requirements	/ A	/A	/A	Must Provide Supporting Evidence (CV & Certificates/ Testimonials)



Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
5.2	Senior Foreman	Qualification = Diploma in Civil Eng. General Experience = 3 yrs, Specific Experience = 2 Yrs	Must meet requirements	/ A	/A	/A	Must Provide Supporting Evidence (CV & Certificates/ Testimonials)
5.3	Site Surveyor	Qualification = Diploma in Surveying General Experience = 4 yrs Specific Experience = 2 Yrs	Must meet requirements	/ A	/A	/A	Must Provide Supporting Evidence (CV & Certificates/ Testimonials)
<b>Key Equipment</b>							
6.1	Contractors must meet requirements on key equipment as listed in table 4 below;					Must Provide Evidence	Supporting

**Table 4: Equipment Holding**

Contractors must meet requirements on key equipment as listed below;

Item No.	Equipment Details	Minimum Number Required for the execution of the Contract
<b>A) General plant</b>		
	1.Primary/Secondary/Crusher Unit/Power Screen Min capacity 60/hr	0
	2. Concrete batching plant Min Cap 20m3/hr	0
	Subtotal for A	0
<b>B) Bituminous Plants</b>		
	1. Bitumen pressure distributor	0
	2. Bitumen heater tank (10,000 litres)	0
	3. Asphalt plant	0
	4. Paver	0
	5. Chip's spreader	0
	Subtotal for B	0
<b>C) Compactors</b>		
	1.Vibrating compaction plate 300mm wide	-
	2.Vibrating compaction plate 600mm wide	0
	Subtotal for C	0
<b>D) Mobile Compressors</b>		
	1. Medium rock drill (1.5 m3/min)	Optional
	2. Heavy rock drill (1.5 m3/min)	0
	Subtotal for D	0
<b>E) Concrete Equipment</b>		
	1. Mobile concrete mixers	1
	2. Truck mounted mixers	Optional
	Subtotal for E	1
<b>F) Transport (Tippers, dumpers, water tankers)</b>		
	1. 4x2 tippers payload 7-12 tonnes	6
	2. 6x4 tippers payload 16-20 tonnes	Optional
	3. Articulated trailers (low loaders)	Optional
	4. Dump trucks	Optional
	5. Flatbed lorries	Optional
	6. Water tankers (18,000- 20,000 lts capacity)	Optional
	7. Water tankers (8,000- 10,000 lts capacity)	1
	Subtotal for F	7
<b>G) Earth moving equipment</b>		
	1. Tractor dozers with dozer attachment (D6-D9)	Optional
	2. Tracked loaders	Optional
	3. Wheel loaders	Optional
	4. Motor scrappers	Optional
	5. Motor graders (93-205KW)	1
	6. Trench excavators	1
	Subtotal for G	2
<b>H) Diesel Generators</b>		
	1. Diesel generators (15- 200KV a)	Optional
	Subtotal H	-
<b>I) Excavators</b>		
	1. Hydraulic crawler mounted (7-10	1

Item No.	Equipment Details	Minimum Number Required for the execution of the Contract
	tonnes) – 0.25-0.4m3 SAE bucket	
	2. Hydraulic wheel mounted (10-16 tonnes) – 0.4- 0.6m3 SAE bucket	Optional
	Subtotal for I	1
<b>J) Rollers</b>		
	1. Self-propelled single drum vibrating (various types, 12 tonnes and above)	1
	2. Pneumatic rubber tyre (1- 2 tonnes/wheel)	0
	3. Sheep foot roller	Optional
	4. Double drum vibrating pedestrian roller	Optional
	Subtotal for J	1
<b>K) Stabilization</b>		
	1. Pulvimixer	0
	Subtotal for K	0

## SECTION IV TENDERING FORMS

### 1. FORMEQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

## 2 FORM PER -1

### Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

### Contractor' Representative and Key Personnel

1.	<b>Title of position: Contractor's Representative</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	<b>Title of position: [ _____ ]</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	<b>Title of position: [ _____ ]</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	<b>Title of position: [ _____ ]</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	<b>Title of position: [insert title]</b>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

### 3. **FORM PER-2:**

Resume and Declaration - Contractor's Representative and Key Personnel.

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<b>Name of Tenderer</b>
-------------------------

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

## Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Tenderer:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

#### 4 TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

##### 4.1 FORM ELI -1.1

###### Tenderer Information Form

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the Procuring Entity</li></ul>
2. Included are the organizational chart and a list of Board of Directors.



## 4.2 FORM CON – 2

### Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate “Procuring Entity” or “Contractor”]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
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### 4.3 **FORM FIN – 3.1:**

#### **Financial Situation and Performance**

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

#### **4.4.1. Financial Data**

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

\*Refer to ITT 15 for the exchange rate

#### 4.4.2 Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

#### 4.4.3 Financial documents

The Tenderer and its parties shall provide copies of financial statements for \_\_\_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements<sup>1</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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<sup>1</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

#### 4.4 **FORM FIN – 3.2:**

##### **Average Annual Construction Turnover**

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

#### 4.5 **FORM FIN – 3.3:**

##### **Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

#### 4.6 **FORM FIN – 3.4:**

##### **Current Contract Commitments / Works in Progress**

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<b>Current Contract Commitments</b>					
	<b>Name of Contract</b>	<b>Procuring Entity's Contact Address, Tel,</b>	<b>Value of Outstanding Work [Current Kenya Shilling /month Equivalent]</b>	<b>Estimated Completion Date</b>	<b>Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]</b>
1					
2					
3					
4					
5					

## 4.7 FORM EXP - 4.1

### General Construction Experience

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

#### **4.8 FORM EXP - 4.2(a)**

##### **Specific Construction and Contract Management Experience**

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<b>Kenya Shilling</b>			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

#### **4.9 FORM EXP - 4.2 (a) (cont.)**

##### **Specific Construction and Contract Management Experience (cont.)**

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	



#### **4.10 FORM EXP - 4.2(b)**

### **Construction Experience in Key Activities**

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: \_

<b>Information</b>				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<b>Kenya Shilling</b>			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

<b>Information</b>	
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	


- 2. Activity No. Two
- 3. ....

## **OTHER FORMS**

### **5. FORM OF TENDER**

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

#### **INSTRUCTIONS TO TENDERERS**

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

**Date of this Tender submission:**.....[insert date (as day, month and year) of Tender submission]

**Tender Name and Identification:**.....[insert identification]

**Alternative No.:**.....[insert identification No if this is a Tender for an alternative]

**To:** ..... [Insert complete name of Procuring Entity]

Dear Sirs,

1. **Low Volume Sealing Works:** In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Materials, Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum of Kenya Shillings \_\_\_\_\_ [Amount in figures] Kenya Shillings \_\_\_\_\_ [amount in words] – **VAT INCLUDED**.
2. **Performance Based and Instructed Routine Maintenance:** We offer to execute in conformity with the Bidding Document the routine maintenance and repairs on and off carriageway and emergency works as instructed for the Contract period of **36months**. Our bid price is Kenya Shillings \_\_\_\_\_ [Amount in figures] Kenya Shillings \_\_\_\_\_ [amount in words] – **VAT INCLUDED**.
3. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
4. We agree to adhere by this tender until \_\_\_\_\_ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
5. 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. We further understand that you are not bound to accept the lowest or any tender you may receive.
6. We, the undersigned, further declare that:
  - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
  - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
  - iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;

- iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; Or
- Option 2, in case of multiple lots:
- a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
- b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) Discounts: The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITT 3.8]*;
- xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

*(If none has been paid or is to be paid, indicate "none.")*

- xvi) Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

- xix) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from \_\_\_\_\_ (*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
- Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

**Name of the Tenderer:** \*[insert complete name of person signing the Tender]

**Name of the person duly authorized to sign the Tender on behalf of the Tenderer:** \*\*[insert complete name of person duly authorized to sign the Tender]

**Title of the person signing the Tender:** [insert complete title of the person signing the Tender]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown

above] **Date signed** [insert date of signing] day of [insert month], [insert year]

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

#### **Notes**

\* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

\*\* Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.

## 6 TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

### Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

#### (a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of  state which stock exchange	

### **General and Specific Details**

b) **Sole Proprietor**, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_ Nationality \_\_\_\_\_  
Country of Origin \_\_\_\_\_ Citizenship \_\_\_\_\_  
\_\_\_\_\_

c) **Partnership**, provide the following details.

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company \_\_\_\_\_

ii) State the nominal and issued capital of the Company \_\_\_\_\_

Nominal Kenya Shillings (Equivalent)..... Issued

Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

(e) **DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in ..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

ii) **Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

**f) Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name \_\_\_\_\_ Title or

Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



## 7. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_ [Name of Procuring Entity] for: \_\_\_\_\_ [Name and number of tender] in response to the request for tenders made by: \_\_\_\_\_ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name \_\_\_\_\_ Title\_\_ Date \_\_\_\_\_

[Name, title and signature of authorized agent of Tenderer and Date].

## 8 SELF - DECLARATION FORMS

### FORM SD1

#### SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ....., of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of Tender No. .... for ..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

..... (Title)  
..... (Signature) ..... (Date)

Bidder Official Stamp

## FORM SD2

### SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I ..... of P. O. Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of Tender No. .... for ..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)

Bidder's Official Stamp

## FORM SD2 (a)

### STATEMENT OF INTEGRITY, ELIGIBILITY, AND ENVIRONMENTAL AND SOCIAL RESPONSIBILITY

Tender No.: \_\_\_\_\_

Tender Name.: \_\_\_\_\_

To: The Director General- Kenya Rural Roads Authority (KeRRA) (The "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
  - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  - 2.2 Having been:
    - a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of the Contract);
    - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of the Contract);
    - c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
  - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

- 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
- 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
- 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of the Contract);
- 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
  - 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
  - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
  - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
  - 3.5 In the case of procurement of goods, works or plants:
    - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of the Contract;
    - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for the Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:

- 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
- 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
- 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
- 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
- 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or sub consultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>2</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

---

<sup>2</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

## 9. DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ..... (person) on behalf of (*Name of the Business/ Company/Firm*) ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....  
.....

Office address.....

Telephone..... E-

mail.....  
.....

Name of the  
Firm/Company.....

Date..... (Company Seal/

Rubber Stamp where applicable)

Witness

Name ..... Sign.....

Date.....



## **B. APPENDIX 1- FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

### **1. Purpose**

2. The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

### **3. Requirements**

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior: -

- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
  - a) shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
- c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
  - 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 misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain 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;
  - v) “obstructive practice” is:
    - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
  - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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<sup>1</sup> For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## **AFD Policy – Corrupt and Fraudulent Practices – Environmental and Social Responsibility**

### **1. Corrupt and Fraudulent Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to AFD to remedy the situation, including by failing to inform AFD at the time they knew of such practices.

AFD defines, for the purposes of this provision, the terms set forth below as follows:

- a) Corruption of a Public Officer means:
  - The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person<sup>3</sup> or entity, for such Public Officer to act or refrain from acting in his official capacity; or
  - The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- b) A Public Officer shall be construed as meaning:
  - Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;
  - Any other natural Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;

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<sup>3</sup> Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

–Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.

c) Corruption of a Private Person<sup>4</sup> means:

–The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;

–The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.

d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.

e) Anti-competitive practices mean:

–Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;

–Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;

–Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

## **2. Environmental and Social Responsibility**

In order to promote sustainable development, AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Suppliers, contractors, subcontractors, consultants or subconsultants for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;

b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

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<sup>4</sup> Means any natural Person other than a Public Officer.

## 10. FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

**Beneficiary:** \_\_\_\_\_

**Request for Tenders No:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TENDER GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called " the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[signature(s)]

*Note: All italicized text is for use in preparing this form and shall be deleted from the final product.*

## FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

**TENDER GUARANTEE No.:** \_\_\_\_\_

1. Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of\_\_under Request for Tenders No.\_\_\_\_\_(“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [*Name of Insurance Company*] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_day of \_\_\_\_\_ 20 \_\_\_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Seal]

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

## 11. TENDER-SECURING DECLARATION FORM

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

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:.....*[insert number of tendering process]*

To:..... *[insert complete name of Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser 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 Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
  - a) our receipt of a copy of your notification of the name of the successful Tenderer; 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 Tender 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 Tender 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 Tenderer]*

Dated on ..... day of ..... *[Insert date of signing]* Seal or stamp

## Appendix to Tender

### Schedule of Currency requirements

Summary of currencies of the Tender for \_\_\_\_\_ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Provisional sums expressed in local currency _____	[To be entered by the Procuring Entity]



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## **PART II - WORK REQUIREMENTS**

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The Standard Specifications referred to in this document is the *Standard Specifications for Road and Bridge Construction, 1986 Edition* published by the Ministry of Transport and Communications. This document shall form part of the Contract.

Work shall be carried out in accordance with the Standard Specification except as supplemented or revised in the Special Specification.

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## **GENERAL**

### **Standard Specifications & Manuals**

Where required, material to be incorporated in the works shall comply with the relevant sections of the Standard Specifications for Roads and Bridge Construction, 1986 Edition published by the ministry of Transport and Communication.

The technical specifications shall be read in conjunction with all other documents forming the contract, the requirement of the specifications shall be complementary and additional to the requirements of all the other documents of the contract namely:

- Roads 2000 Operations Manual –March 2006
- Roads 2000 Contractor's Field handbook – May 2008

### **EXTENT OF WORKS**

The works to be executed under this contract comprises of GRAVELLING AND PERFORMANCE ROUTINE MAINTENANCE OF MATIRI KAMARANDI IN THARAKA NITHI COUNTY -BATCH 1

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

- a) Site clearance
- b) Earthworks
- c) Improvement of drainage and installation of culverts
- d) Construction of erosion protection works
- e) Maintenance of passage of traffic through the works
- f) Relocation and reinstatement of services
- g) Bench, process and compact existing Subgrade to achieve S4 Design subgrade
- h) Provision of 300mm Gravel Wearing Course
- i) Installation of road furniture
- j) Performance based routine maintenance

**D. 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.

**01-50- 001 Mobilization and Establishment of the Site**

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

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.

**01-50-026 Allow a prime cost sum for Engineers miscellaneous account**

The Contractor maybe instructed by the Engineer to make payments of general miscellaneous accounts for such items as stationary, stores and equipment and miscellaneous supervision personnel and claims or the Engineer may direct the Contractor to purchase or pay for the above. The Contractor will be paid on a prime cost basis plus a percentage for overheads and profits.

Measurement and Payment

The prime cost Sum for this item is to be expended as instructed by the Engineer, the Contractor will be paid on a prime cost basis plus a percentage for overheads and profits

**01-60- 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.

**01-60-003 Insurance and Bonds**

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

Measurement and Payment

50% of the Lump Sum payment for this item will be made upon the production of satisfactory evidence by the Contractor that Insurances and Securities have been affected. The remaining 50% will be paid when the works are completed.

#### **01-60-004      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. The Contractor will be paid on a prime cost basis plus a percentage for overheads and profits

#### **01-60-005      Publicity Sign Boards**

The Contractor shall provide Sign Boards as specified on the Drawings C-23 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. The framework and steel sheet shall be prepared and painted black

The wordings and all logos shall be printed on backlit sticker paper resistant to the effects of weather using reflectorized paint or material approved by the Engineer. The sticker shall be placed on both sides of the board. The colours, fonts and heights of the letters shall be as indicated on the typical drawings and as directed by the Engineer.

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, instructions 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.

#### **01-60-006      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 clean water are available throughout the Site.

#### **Measurement and Payment**

A Lump Sum shall be paid on a monthly basis as a percentage of the physical progress done, upon the approval of the Engineer that adequate supplies have been provided.

#### **01-60-007 Provision of Site Sanitation Facilities**

The Contractor shall provide minimum 4 temporary toilets, 2 for male workers and 2 for female workers close to the working locations, for the duration of the Works. Each toilet shall be properly identified and marked **Female** or **Male**

The toilets shall be placed and constructed in such a manner so as to ensure that the surrounding areas (including groundwater) are not polluted and the holes excavated are properly filled after use.

#### **Quality Control**

The Engineer shall check regularly that site sanitary facilities are hygienic with adequate supply of tissue papers and water for washing hands.

#### **Measurement and Payment**

A Lump sum shall be paid on a Monthly basis as a percentage of the physical progress done, upon the approval by the Engineer that adequate services have been provided.

#### **01-80-142 CSR Project**

The Engineer may instruct the Contractor during the progress of the Works to undertake a suitable Corporate Social Responsibility (CSR) that aims to improve lives within the project road.

The contractor is expected to undertake the works as per required standards, and to completion within stipulated time frame.

#### ***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 the works. The Contractor will be paid on a prime cost basis as a percentage of the physical progress done, upon the approval by the Engineer that adequate services have been provided, plus a percentage for overheads and profits.

#### **01-80-143 Provision and Maintenance of Trees**

The Engineer may instruct the Contractor during the progress of the Works to plant trees at designated areas identified by the Engineer. The tree seedlings to be planted shall be obtained from species recommended by the Regions Forest Officer.

The contractor is expected to provide, plant, and maintain each seedling periodically to ensure maturity throughout the contract period. Replacement of damaged, dead or uprooted trees will be 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 the works. The Contractor will be paid on a prime cost basis as a percentage of the physical progress done, upon the approval by the Engineer that adequate services have been provided, plus a percentage for overheads and profits.

## SECTION 03:      SETTING OUT

### Scope

This section covers the activities required in the re-establishment of the horizontal alignment of the road including setting out the centre line, cross section widths, drains and structures.

#### 03-50-001      Setting Out the Horizontal Alignment

The Contractor shall set out the centreline to follow the existing road alignment unless instructed otherwise by the Engineer.

The minimum standards as shown in Table 2.1 shall apply

Table 2.1 Alignment Standards

Standard		Flat and Rolling Terrain	Hilly Terrain
<i>Horizontal Curves</i>			
Desirable radius	Minimum	100m	50m

The cross section details of the road shall be as shown on the Drawing or as directed by the Engineer. Work Method

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

### Quality Control

- o Centreline pegs shall be set at 10m intervals on straight sections and 5m on curves
- o Chainage or reference pegs shall be set out and marked at 20m intervals and located at one metre outside the cleared width and on both sides of the road.
- o Cross section widths shall be checked at 10m intervals and shall have maximum tolerances of +/- 25mm

### Measurement Unit: m

The measurement shall be the linear metres of the road

### Payment

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

## 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 The actual site clearance width is outlined in the detailed Improvement Plan

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

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: m<sup>2</sup>

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: m<sup>2</sup>

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: m<sup>2</sup>

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.

#### **04-50-005 Pruning Tree Branches**

Where instructed by the Engineer, the Contractor shall trim tree branches to improve visibility. Cut material shall be collected and disposed of as directed by the Engineer and burning of waste material shall not be permitted.

Work Method

The Contractor shall use **Labour** for this item. Quality Control

The Engineer shall check for visibility improvement. Measurement and Payment

A Provisional Sum shall be allowed for this item, which shall be paid under Dayworks.

#### **04-50- 006 Trees Removal (200-450mm girth)**

The contractor shall remove trees having a trunk girth of between 200-450mm at a point 600mm above the ground within the following construction widths:

- i. 13m for wide section, figure C.1-2
- ii. 10 to 11 m for standard cross section **A**, figure C.1
- iii. 8m for reduced cross section **B**, figure C.2

The Contractor shall excavate around any trees to be removed to a depth not less than 0.5 m before cutting the roots. All holes left by the removal of trees shall be back-filled with approved material and compacted to existing ground level. Cut material and stumps shall be collected and disposed of as directed by the Engineer. Burning of waste material shall not be permitted.

Work Method

The Contractor shall use **Labour** methods for this item. Quality Control

The Engineer shall approve the removal, backfilling and satisfactory disposal of all waste material.

Measurement Unit: No

The measurement shall be the number of trees removed. Payment

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

#### **04-50-007 Trees Removal (>450mm girth)**

All the requirements of item 04-50-006 shall apply for trees and their stumps greater than 450mm girth. In addition any re-useable timber from trees removed shall be cut into logs not more than 1.5 metres long and stacked as directed by the Engineer.

Work Method

The Contractor shall use **Labour** methods, with appropriate sawing tools and equipment for this item.

Quality Control

The Engineer shall approve the removal, backfilling and satisfactory disposal of all waste material.

Measurement Unit: No

Measurement shall be the number of trees removed

Payment:

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

#### **04-50-008 Stumps Removal (500 -1500mm girth)**

The contractor shall remove stumps of 500 to 1500mm girth, within the following construction widths or as instructed by the Engineer:

- i. 13m for wide section, figure C.1-2
- ii. 10 to 11m for standard cross section **A**, figure C.1
- iii. 8m for reduced cross section **B**, figure C.2

The Contractor shall excavate around any stumps to be removed to a depth not less than 0.5 m before cutting the roots. All holes left by the removal of stumps shall be back-filled with approved material and compacted to existing ground level. Cut material and stumps

shall be collected and disposed of as directed by the Engineer. Burning of waste material shall not be permitted.

#### Work Method

The Contractor shall use **Labour** methods for this item. Quality Control

The Engineer shall approve the removal, backfilling and satisfactory disposal of all waste material.

Measurement Unit: No

The measurement shall be the number of stumps of any size removed. Payment

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

#### **04-50-009 Stumps Removal (>1500mm girth)**

All the requirements of item 04-50-008 shall apply for stumps greater than 1500mm girth.

#### Work Method

The Contractor shall use **Labour** methods for this item. Quality Control

The Engineer shall approve the removal, backfilling and satisfactory disposal of all waste material.

Measurement Unit: No

The measurement shall be the number of stumps of any size removed. Payment

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

#### **04 -50-010 Rock/Boulder Removal**

The Contractor shall remove in a manner agreed by the Engineer, rocks and boulders greater than 1.5 m girth using labour and appropriate equipment as necessary. Boulders shall be disposed of outside the road area.

#### Work Method

The Contractor shall use **Labour** and appropriate equipment methods for this item. Quality Control

The Engineer shall approve the removal and satisfactory disposal of the boulders.

Measurement Unit: Provisional Sum

A Provisional Sum shall be included for this item

Payment:

Payment shall be made on a Dayworks basis.

#### **04-50-011 Stripping and Grubbing**

The Contractor shall remove, over the widths shown in Table 4.1, topsoil including anthills, loose boulders up to 1.5m girth and other unsuitable material and deposit the debris outside the cleared area as directed by the Engineer.

Work Method

The Contractor shall use **Labour** methods for this item

Quality Control

The Engineer shall approve the stripped and grubbed area and the satisfactory disposal of waste material.

Measurement Unit      $m^2$

The measurement shall be the area cleared as directed by the Engineer

Payment

The unit rate shall be the full compensation for all labour, tools and incidental expenses required to complete this item.

## SECTION 05: EARTHWORKS

### Scope

This section covers the excavation of soil and the placing, watering and compaction of hard and soft material to form the road formation. The contractor is expected to supply all the control tools such as templates, camber board prior to commencing the earthworks.

#### 05-50- 001: Re -Establishment of the Vertical Alignment

The Contractor shall re-establish the vertical alignment of the road section which includes the setting out excavation of horizontal slots marking the level road platform.

The width of the slots shall be 0.5 m and they shall be set out at 10m intervals along the straight section and 5m on the curve sections of the road. Each slot shall be compacted using hand rammers until no more imprints of the rammer on the surface of the slot can be seen. The length of each slot shall be equal to the formation width of the road.

Vertical alignment standards shall be those set out in Table 5.1

**Table 5.1 Vertical Alignment Standards**

Standard	Flat & Rolling Terrain	Hilly Terrain
Gradients		
Desirable Minimum	2%	2%
Desirable Maximum	8%	10%
Absolute Maximum	10%	12%

### Work method

The Contractor shall apply **Labour** methods to carry out this item work. Quality Control:

- o The hand rammer shall be not less than 5kg
- o The level of the slot shall have a tolerance of  $\pm 50$  mm
- o The longitudinal profile of the road shall be checked at every third slot and shall have a maximum tolerance of  $\pm 50$ mm

Measurement Unit: m

The measurement shall be linear metres of road alignment set out

Payment:

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

**05-50-002: Side-drain Excavation ( Soft Material)**

The Contractor shall excavate side drains to the profiles shown on the Drawings or as directed by the Engineer. The sequence of activities involved is:

- o Ditching
- o Spreading
- o Second compaction
- o Sloping
- o Back sloping
- o Camber Formation
- o Final Compaction

The material from the excavations shall be used for the formation of the camber. Where additional material is required to achieve the required camber, the widths of the side drains may be increased, with the approval of the Engineer.

Locations of the side drains shall be as shown on the Drawings or as directed by the Engineer, and the Contractor shall use the appropriate ditch template to control the excavations

**Work method**

The Contractor shall apply **Labour** methods to carry out this item

**Quality Control**

- o The dimensions of the side drains shall be checked at 50m intervals and shall have a tolerance of  $\pm 50\text{mm}$
- o The longitudinal profile of the side drains shall be checked at 30m intervals and shall have a tolerance of  $\pm 50\text{mm}$ .

Measurement Unit      $\text{m}^3$

Measurement shall be the volume of material excavated to form the side drains, and deposited for camber formation.

**Payment**

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

### **05-50-003      Side-drain Excavation (Hard material)**

Where, in the opinion of the Engineer, the material to be excavated to form the side drains may be classified as hard the Contractor shall carry out the excavation in accordance with 05-003 and shall be compensated under this item, Work Method:

The Contractor shall apply **Labour** methods with appropriate **Equipment** to carry out this item.

Quality Control:

The Engineer shall measure the volume of the excavation classified as hard material

Measurement Unit: m<sup>3</sup>

The measurement shall be the volume of material excavated and deposited to form the camber

Payment:

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

### **05-50- 004      Excavation to Level and Compaction**

The Contractor shall cut material to form the level road platform and place the excavated material as fill or in spoil areas approved by the Engineer. Where material needs to be borrowed excavation shall only be from borrow areas approved by the Engineer.

The fill layers to be compacted shall not exceed 150mm loose depth.

Compaction of the fill material shall be carried out from the edges to the centre by overlapping passes of the compaction equipment. The number of passes shall be dependent upon the equipment used and the material being compacted to ensure adequate compaction (at least dry density of 100% MDD (AASHTO T99). is achieved. 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 such that no longitudinal or transverse flow occurs.

The Engineer will not approve this activity to commence till an acceptable and working compactor has been mobilised.

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 appropriate compaction **Equipment** to carry out this item of work.



## Quality Control

- o The width of the platform shall be checked at intervals of 50 m and shall have a tolerance of + / - 50mm.
- o The level platform shall be horizontal in the transverse direction and shall have a tolerance of + / - 15 mm under a 2 metre straight edge.
- o The longitudinal profile shall have a maximum tolerance of + / - 50 mm over a 30m length of gradient.
- o Compaction shall show no movement of material under the roller.
- o Compaction test standard shall be 100% MDD (AASHTO T99) Measurement Unit:

m<sup>3</sup>

The measurement shall be the volume of compacted fill material forming the level platform.

## Payment

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

### **05-50- 005     Spreading and Compaction for Camber Formation**

The Contractor shall spread and compact the material deposited from the side drains to form the camber on the road, in accordance with the Drawings or as directed by the Engineer, and shall check the profile with the appropriate camber board.

Compaction shall be carried out from the edges to the centre line by overlapping passes of the compaction equipment. The number of passes shall be dependent upon the equipment used and the material being compacted in order to achieve dry density of 100% MDD (AASHTO T99). 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 such that no longitudinal or transverse flow occurs.

The testing will be done at intervals of 100m but the Engineer may instruct the Contractor to carry out random density tests on the compacted material to ensure that an acceptable standard has been achieved.

The activity will not commence till the Engineer has confirmed an acceptable and working compactor has been mobilised.

For sections with black cotton soil or high swelling material alignment soils, the contractor shall place wearing course material immediately after compaction and testing.

## Work method

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

item.

### Quality Control

- o The width of the carriageway including the shoulders shall be checked at 50m intervals and shall have a tolerance of +50/-20 mm.
- o The camber shall be checked 50m intervals and shall have a tolerance of +/- 1%.
- o Compaction done till it shows no movement of material under the roller
- o Compaction tests to be done at intervals of 100m

Measurement Unit                      m<sup>3</sup>

The measurement shall be the volume of material excavated and deposited to form the camber, according to the specified carriageway width and measured length of road.

### Payment

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

### **05-50-006      Fill in soft material including benching of shoulders and embankments and compact to 95% MDD (AASHTO)**

The contractor shall provide, haul, spread, process and compact soft material in layers in layers of 150mm as directed by the Engineer to raise the road surface or widen a narrow section of road. Selected fill for the widening and mixing with the existing gravel layer shall have the following minimum specifications:

- ☐ CBR (Mod AASHTO, T180) not less than 8% measured at 4 days soak
- ☐ Swell of less than 1%
- ☐ Plasticity index of less than 50%, including non-plastic gravel

No spreading of the material or compaction shall be done on dry material. The surface onto which the material is to be placed shall be dampened with water immediately prior to dumping the heaped material onto it. Work method

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

### Quality Control

- o The width of the carriageway including the shoulders shall be checked at 50m intervals and shall have a tolerance of +50/-20 mm.
- o The camber shall be checked 50m intervals and shall have a tolerance of +/- 1%.
- o Compaction done till it shows no movement of material under the roller
- ~~o Compaction tests to be done at intervals of 100m~~

Measurement Unit                      m<sup>3</sup>

The measurement shall be the volume of material excavated and deposited to form the camber, according to the specified carriageway width and measured length of road.

#### Payment

The unit rate shall be the full compensation for all labour, tools, equipment, water and incidental costs required for carrying out the work. No extra payment will be made for haulage.

## **SECTION 6 - QUARRIES, BORROW PITS, STOCKPILES AND SPOIL AREAS**

### **General**

Notwithstanding any indications to the contrary in the Standard specification the Engineer will not make available to the Contractor any land for, nor has identified any specific areas for, quarries, borrow pits, stockpiles and spoil areas, and for access thereto.

The Contractor will be entirely responsible for locating suitable sources of materials complying with the Standard and Special Specifications, and for the procurement, winning, haulage to site of these materials and all costs involved therein. Similarly the Contractor will be responsible for the provision and costs involved in providing suitable areas for stockpiling materials and spoil dumps. Should there be suitable sites for spoil dumps or stockpiles within the road reserve forming the site of the works, the Contractor may utilize these subject to the approval of the Engineer.

Quarries, borrow pits, stockpile and spoil areas shall be progressively restored as the works progress once their use is no longer required.

No additional payment will be made to the Contractor to cover costs arising from the requirements for this Section and the Contractor must include these costs in the rates inserted into the Bills of Quantities.

### **06-50-605 Safety and Public Health Requirement**

Add the following to Clause 605:

When working the material sites, the Contractor shall time and arrange his works in such a way that at no time is the public safety endangered in any way.

### **06-50-607 Site Clearance and Removal of Topsoil and Overburden**

Add the following to Clause 607:

Faces of quarries being higher than 4 metres shall be shaped to 1:10 out of the face. All quarries and borrow pits shall be permanently fenced with 5 strand barbed wire which shall be located 5 metres off the edge of the face. After reinstatement, the bottom of a quarry shall be covered with 0.20 m of soil and 0.15 m of topsoil.

### **06-50-608 Reinstatement of Borrow Areas**

On completion of his operations in a borrow area, the Contractor shall reinstate the entire area so as to blend with the surrounding area and to permit the re-establishment of vegetation. For this purpose the borrow area shall be shaped to even contours. All material in and around the borrow area, whether spoil from road building operations, excess stock-piled material, oversize material left in the borrow pit, material resulting from clearing and grubbing operations and excess overburden, shall be used or disposed off as directed by the Engineer. Material not capable of supporting vegetation shall be buried and used in shaping the borrow area and subsequently covered with soft material. All available soft material shall be spread evenly to the thickness directed and where sufficient material is not available for this purpose to cover the entire area, the remaining portions shall be scarified along the contours so as to avoid undue erosion.

All haul roads shall be obliterated and the surface scarified, earth banks constructed to prevent erosion and all damaged fences and other structures reinstated.

The shaping and reinstatement of the borrow pit shall be done in such a way that the borrow pit will be properly drained whenever practicable and where required, the Contractor shall place earth banks to divert any surface water away from the borrow area.

The reinstatement of any borrow pit shall be to the entire satisfaction of the Engineer and the Contractor shall submit to the Engineer a signed certificate from the landowner stating that he is fully satisfied with the reinstatement of any borrow area.

### **Measurement and Payment**

No reimbursement for land acquisition shall be to the Contractor and the Contractor shall be deemed to have allowed for such costs elsewhere in his rates.

Clause 610 of the Standard Specification shall apply.

## SECTION 07: EXCAVATION AND FILLING FOR STRUCTURES

### Scope

This section covers all Works in connection with the excavation for concrete pipe culverts; inlet and outlet structures; drifts and drainage protection Works;

#### 07-50- 001 Excavation for Drainage Structures

The Contractor shall excavate trenches for culverts; foundations for head walls, wing walls; inlet and outlet aprons and other drainage structures to the dimensions and levels shown on the Drawings or as directed by the Engineer. The excavations shall be kept free of water and shall be compacted with hand rammers of not less than 5kg.

The Engineer shall approve all excavations before the Contractor shall be permitted to proceed with the construction.

The Contractor shall take all necessary precautions to safeguard the stability and safety of the excavations.

### Work Method

The Contractor shall apply **Labour** methods to carry out this item. Quality Control

- o The dimensions of the excavations shall have a tolerance of + / - 50mm
- o The invert levels shall have a tolerance of + / - 50mm
- o The trench bottom gradients shall have a tolerance of + / - 20mm over the length of the trench

Measurement Unit                      m<sup>3</sup>

The measurement shall be volume of material excavated measured net according to the Drawings. Payment

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

## SECTION 08: CULVERT AND DRAINAGE WORKS

### Scope

This section covers all Works in connection with the installation of concrete pipe culverts; inlet and outlet structures; drifts and drainage protection Works; and the construction of Scour Checks

### 08- 50-002: Ditch Cleaning (Manual)

#### i. Partially silted

Partially silted drains are those that are less than half silted and require only cleaning.

All deposited material, debris, and vegetation shall be removed and the drain shaped to the original cross-section and left in a free-draining condition. Suitable material may be used to fill depressions and potholes on the carriageway. All debris and other unsuitable material removed from the side drains shall be disposed of well clear of the drainage system in approved spoil dumps where it will not cause any obstruction or be washed back.

The side drains, mitre drains and catch water drains shall be cleaned 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

- o Appropriate drain templates shall be used to check and control the dimensions of the drains.
- o The longitudinal profile of the drains shall be checked using boning rods, to ensure free flow.

### Measurement Unit: m

The measurement shall be the length of drain desilted or cleaned to the specified cross-section.

### Payment

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

#### ii. Fully silted

Fully silted drains shall be those that are greater than half-silted and require re-excavation or reshaping.



All deposited material, debris, and vegetation shall be removed and the drain shaped to the original cross-section and left in a free-draining condition. Suitable material may be used to fill depressions and potholes on the carriageway. All debris and other unsuitable material removed from the side drains shall be disposed of well clear of the drainage system in approved spoil dumps where it will not cause any obstruction or be washed back.

The side drains shall be desilted or re-excavated 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

- o Appropriate drain templates shall be used to check and control the dimensions of the drains.
- o The longitudinal profile of the drains shall be checked using boning rods, to ensure free flow.

#### Measurement Unit: m

The measurement shall be the length of drain re-excavated or re-shaped to the specified cross-section.

#### Payment

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

### **08-50- 005: Ditch/ Mitre Drains/Catch water Drains Excavation**

- i. Labour
- ii. Equipment

The Contractor shall excavate mitre drains and catch water drains to the dimensions shown on the Drawings and at locations as directed by the Engineer. They shall be excavated in a manner to minimize erosion at the discharge point. The material excavated from the drains shall be used to form the side drain bund directing water to the mitre-drain, and a bund on the lower side of the cut-off drain, or disposed of as directed by the Engineer.

#### Work Method

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

#### Quality Control

- o The longitudinal profile shall have a gradient of maximum 4%. The dimensions of the mitre drains shall have maximum tolerances of  $\pm 20\text{mm}$
- o The location of the mitre drains shall be approved by the Engineer.

Measurement Unit: m<sup>3</sup>

The measurement shall be the volume of material excavated as measured on site in approved drains.

Payment

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

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

08-60-001	300mm	dia
08-60-002	450mm	dia
08-60-003	600mm	dia
08-60-004	900mm	dia
08-60-005	1200mm	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 - 007      450mm dia;**

**08 - 60 - 008      600mm dia;**

**08 - 60 - 009      900mm 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.

#### **08-60-016/035: Concrete Pipe Culverts**

**08-60-024      600   mm      unhaunched**

**08-60-025      600   mm      haunched (Type IV)**

**08-60-026      900   mm      unhaunched**

**08-60-027      900   mm      haunched      (Type IV)**

The Contractor shall supply, lay and joint concrete pipes to form culverts, including the concrete bedding; haunching or surrounds; and backfilling, in accordance with the Drawings for the Type and diameter specified in the Contract or directed by the Engineer.

The pipes shall be of **Class 20/20** concrete, at least 28 days cured, and manufactured on site or procured from a supplier approved by the Engineer. The pipes shall be laid on a bedding of Class 15/20 concrete of dimensions as shown on the Drawings and jointed with cement mortar 1:4.

The culvert gradient including the outlet shall be a minimum 2%.

The pipes shall be haunched or surrounded, according to the Type specified, with Class 15/20 concrete to the dimensions shown on the Drawings or as directed by the Engineer. All concrete works will be batched using gauge box made from either steel, timber or plywood with inside dimensions of 400mm by 300mm by 300mm deep, the volume of the box is  $0.036\text{m}^3$ .

Backfilling shall be carried with approved material and compacted in layers not exceeding 150 mm loose depth and placed evenly on each side of the pipe. Ramps shall be shaped to achieve a minimum overfill of 75% of the pipe diameter, and shall be tapered back on the carriageway to provide a gradual approach, as directed by the Engineer.

If the Contractor wishes to construct culverts in-site, using inflatable or collapsible forms the Engineer's approval shall first be sought for the proposed working method.

On completion the inside of the culvert shall be smooth, without displaced joints or other obstructions and true to line and level.

#### **Work Method**

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

#### **Quality Control**

- o Before mixing, all materials such as water, cement, sand and ballast used for concrete production and the Contractor's working method shall be approved by the Engineer.
- o the compressive strengths of concrete will be tested using cube crushing method;

- o In addition, the concrete quality shall be checked for cracks, honey combing, and other defects.
- o Before the pipes are laid, the gradient of the concrete bedding shall be checked and shall not be less than 2%;
- o The joints shall be checked to see that they have been properly made.

Measurement Unit: m

The measurement shall be in linear metres of the installed Type and size of culvert specified, measured net according to the Drawings.

Payment

The unit rate shall be the full compensation for labour, tools, materials, equipment and any other incidentals that may be required in carrying out the work.

#### **08- 60- 017 Head Wall Repair - Masonry**

This activity involves the repairs to damaged head walls and wing walls built in masonry.

Where directed by the Engineer, the masonry walls shall be inspected and loose or missing stone re-secured or replaced. Damaged pointing shall be repaired with cement mortar 1:4 and finished flush with the stonework.

Work Method

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

Quality Control

The stability of the walls and the pointing shall be to the satisfaction of the Engineer.

Measurement Unit: No

The measurement shall be the number of walls repaired as directed by the Engineer. Payment

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

#### **08-60-018 Headwall Repair - Concrete**

The activity involves the repairs to damaged concrete headwalls and wingwalls, and to inlet/outlet concrete aprons. Concrete walls shall be inspected and repair works carried out as instructed by the Engineer to include breaking out and replacement of damaged concrete with similar material, and the rendering of open texture areas with cement mortar 1:4. Broken wall sections shall be re-built in **class 20/20 (1:2:4)** concrete within formwork erected on the correct lines and levels in accordance with the Standard Drawings. Areas of new concrete and mortar shall be protected from direct sunlight and kept moist for 3 days.

## Quality Control

The work shall be carried out to the satisfaction of the Engineer. Measurement Unit: No

The measurement shall be the number of walls/aprons repaired.

## Payment

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

### **08-60-019 Minor Drainage Structures – Masonry**

#### **Type I/ Type 2/ Type 3(a)/Type 3(b)/ Type 4**

The Contractor shall construct inlet and outlet structures for culverts including headwalls, wingwalls in stone masonry or concrete block, and aprons in concrete to the dimensions and levels shown on the Drawings or as directed by the Engineer. The walls shall be built on foundations of class 15/20 concrete and jointed with cement mortar 1:4. The aprons shall be in Class 20/20 concrete and after laying the surface shall be kept moist for 3 days.

## Work Method

The Contractor shall use **Labour** to carry out this item. Quality Control

- o The dimensions of the structures shall have a tolerance of + / - 10mm
- o The levels shall have a tolerance of + / - 10mm
- o The mortar joints shall be finished flush with the face of the walls. Measurement Unit:

m<sup>3</sup>

The measurement shall be the volume of the structures constructed, in whichever material, measured net according to the Drawings.

## Payment

The unit rate shall be the full compensation for labour, tools, materials and any other incidentals that may be required in carrying out the work.

### **08-60-018 Minor Drainage Structures – Concrete**

#### **Type I/ Type 3(a)/ Type 3(b)/ Type 4)**

The Contractor shall construct inlet and outlet structures for culverts in concrete to the dimensions and levels shown on the Drawings or as directed by the Engineer.

Concrete shall be **Class 20/20** unless otherwise specified. The formwork for the walls shall be erected on the concrete foundations, to the correct dimensions, and shall be approved by the Engineer before concrete is poured. Concrete shall be poured in a single lift and the top surface shall be kept moist for 3 days. Formwork may be struck after 2 days or as directed by the Engineer.

The Contractor shall use a concrete vibrator or other means approved by the Engineer to ensure full compaction of the concrete.

#### Work Method

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

#### Quality Control

- o The dimensions of the structures shall have a maximum tolerance of + 20mm / - 10mm
- o Before mixing, all materials such as water, cement, sand and ballast used for concrete production and the Contractor's working method shall be approved by the Engineer.
- o the compressive strengths of concrete will be tested using cube crushing method;
- o The workability and mix of concrete shall be checked using the slump test and shall have a slump limit as directed by the Engineer.
- o In addition the concrete shall be checked for cracks, honey combing and other defects at the time of striking the formwork.

Measurement Unit:                      m<sup>3</sup>

The measurement shall be the volume of concrete in the completed structure, measured net in accordance with the Drawings.

#### Payment

The unit rate shall be the full compensation for labour, tools, materials, formwork, equipment and other incidentals that may be required in carrying out the work.

#### **08-70- 001:     Stone Pitching**

The Contractor shall lay stone pitching at locations shown on the Drawings or as directed by the Engineer, which shall include levelling the area to be covered with stone pitching, collecting and laying masonry stones, applying mortar to the joints and constructing weep holes, if required.

The area to be covered with stone pitching shall be trimmed to the level and slope shown on the Drawings or as directed by the Engineer. The prepared surface shall be firm and well compacted, with hand rammers.

The stones shall have minimum dimensions of 150mm and maximum 300mm and shall be set on the flat side and securely bedded, with the largest dimensions at right angles to the flow of water, in an interlocking pattern so as to leave only a minimum of voids between the stones which shall be filled with suitably shaped and tightly wedged spalls. The top of the pitching shall be finished flush with the adjacent material.

The stones shall be placed in full contact with the surface and bedded into cement mortar 1:4 with a minimum thickness of 100 mm. The mortar shall be worked into the pitching so that the voids between the stones are filled to the full depth of the pitching. The mortar shall be finished flush with the surface of the stones.

Weep holes shall be provided to stone pitching on slopes as directed by the Engineer.

The surface of the stone pitching shall be protected from direct sunshine and kept moist for 2 days.

#### Work Method

The Contractor use **Labour** to carry out this item. Quality Control

- ☐ The quality of pitching shall be checked for gaps and voids.
- ☐ The dimensions of the area of stone pitching shall have a tolerance of + / - 100mm

Measurement Unit: m<sup>2</sup>

The measurement shall be the total area of pitching calculated as the net area, measured on the slope.

#### Payment

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

#### **08- 70- 002: Stone Pitching Repair**

This activity involves the repair of stone pitching on slopes, in inlet/outlet aprons and access drifts. The stone pitching shall be inspected and repairs carried out as directed by the Engineer, including the replacement and re-bedding of missing or loose stones; the repair of mortar jointing; and the cleaning out of weep holes, as required. All work shall be to the lines and levels of the original construction with new stonework and mortar being flush with

the adjacent materials.

#### Work Method

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

#### Quality Control



The work shall be carried out to the satisfaction of the Engineer. Measurement Unit: m<sup>2</sup>

The measurement shall be the net surface area of the repairs. Payment

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

#### **08-70- 004: Gabions installation**

The Contractor shall provide and install Gabions as retaining walls and anti-erosion structures at locations shown on the Drawings or as directed by the Engineer.

Gabions shall include mattresses and boxes and for purposes of construction, measurement and payment, no distinction shall be made between them.

Gabions shall be ‘Maccaferri’ boxes or ‘Reno’ mattresses or equivalent approved by the Engineer.

The surfaces on which the Gabions are to be laid prior to being filled with rock shall be levelled to the depths and dimensions shown on the Drawings or as directed by the Engineer.

Gabion boxes shall be tied together with 3 mm galvanized binding wire securing all edges at 150mm intervals. Work Method

The Contractor shall use **Labour** to carry out this item. Quality Control

The placing and tying of the Gabions shall be approved by the Engineer before filling commences.

Measurement Unit: No

The measurement shall be the number of Gabion boxes installed.

#### **Payment**

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

#### **08-70-005: Rockfill to Gabions**

The Contractor shall provide selected rock, crushed if necessary, and carry out the packing and compacting of the rock inside the Gabion boxes.

The boxes shall be filled in layers from the sides towards the middle in an interlocking stone matrix to prevent deformation and bulging. The interior and top layers of the boxes shall be hand packed with smaller stone to form a tightly compact structure and rammed in place. Care

shall be taken to ensure that each layer of boxes is filled evenly and to a level surface before the next course of boxes is placed.

Work method The Contractor shall use **Labour** to carry out this activity. Quality Control The filling and compaction of the stones in the Gabion boxes shall be approved by the Engineer.

Measurement Unit    m<sup>3</sup>

Rockfill to Gabions shall be the volume of Gabions filled.

### **Payment**

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

**08-70- 006      Scour Checks (Concrete)**

**08-70-007      Scour Checks (Masonry)**

**08-70-008      Scour Checks (Wooden Stakes)**

The Contractor shall construct scour checks using either masonry stones, stakes, or concrete as instructed by the Engineer.

Construction of concrete scour checks shall be in **class 20/20** concrete, unless otherwise specified, and to the details shown in the Drawings.

Spacing for scour checks shall be as shown in Table 8.1, or as directed by the Engineer.

Table 8.1:      Scour checks spacing

Gradient of Drain	Scour Check Spacing	Gradient of Drain	Scour Check Spacing
4% or less	not required	8%	7.5m
5%	20m	9%	6m
6%	15m	10%	5m
7%	10m	>10%	4m

Work method

The Contractor shall use **Labour** to carry out this item. Quality Control

The spacing of the scour checks shall have a tolerance of + / - 0.5m

The sizes of the stakes and stones used shall be in accordance with the Drawings The shape of the scour check shall be checked using the scour check template. Measurement Unit: No.

The measurement shall be the **number** of scour checks constructed.

### **Payment**

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

**08- 70 -009: Scour Check Repair - masonry**

**08- 70 - 010: Scour Check Repair - wooden**

**08- 70 -011: Scour Check Repair - concrete**

This activity involves the repair of Scour Checks using stones or wooden stakes or concrete. The construction details shall be shown in the Drawings or as instructed by the Engineer.

Scour checks shall be inspected and the repairs carried out as directed by the Engineer, which shall include replacement of missing or broken stonework and stakes; and the repair of damaged concrete, to the original lines, levels, and Specifications.

### **Work Method**

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

### **Quality Control**

The sizes of the stakes and stones used shall be as the original construction. The shape of the scour check shall be checked using the scour check template. Measurement: No.

The unit rate of measurement shall be the number of scour checks repaired. Payment

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

### **08-70-012 At-level Scour Checks**

The Contractor shall select and place flat stones of minimum dimensions 0.10-0.15m in gently sloping channels. The stones shall be placed in a manner to ensure minimum voids within the structure. A trench 0.2m deep by 0.2m wide shall be excavated in the invert of the channel and extended 0.2m into the slopes. Stones shall be laid up to the level of the invert with the middle section lower than the sides to form a spill way. The spacing of the checks shall be 1-4 metres, as directed by the Engineer.

### **Work Method**

The Contractor shall use **Labour** to carry out this item. Quality Control

The construction and spacing of the scour checks shall be checked by the Engineer.

Measurement Unit: No

The measurement shall be the number of scour checks constructed. Payment

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

### **Gully-head Protection**

#### **08-70-013(b) Stone Chute Stabilization**

#### **08-70-014 Stone and Post Chute Stabilization**

The Contractor shall construct gully-head protection works as directed by the Engineer to the dimensions and details shown on the Drawings C27.

The dimensions of the stones shall not be less than 200mm and the volume not less than  $0.01\text{m}^3$  for the smaller stones and pebbles to be used as the transition layer between the stone structure and the ground. No rounded stones shall be used. Posts shall be durable hardwood minimum 900mm in length and 15mm diameter.

The gully head shall be excavated as shown on the Drawings to form a firm base for the stone layers. The initial layer shall be the small stones and gravel to a depth of 150mm after which the larger stone shall be carefully placed to form a compact matrix. Posts shall be driven a minimum of 600mm into the ground at spacing as directed by the Engineer.

Work Method

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

Quality Control

The stone dimensions and construction shall be checked by the Engineer. Measurement Unit:

No

The measurement shall be number of units constructedPayment

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

#### **08-70-015 Check Dams**

#### **08-70-016 Stone and Post Dams**

The Contractor shall construct check dams in erosion gullies to the dimensions and details shown on the **Drawings No. C27** and as directed by the Engineer

The dimensions of the stones in the main structure shall not be less than 200mm and the volume not less than  $0.01 \text{ m}^3$  for the stones and pebbles for the transition layer between the stone structure and the ground. No rounded stones shall be used.

Posts shall be durable treated hardwood of minimum diameter 0.10m, of minimum length 1.6m, driven at least 600mm into the ground. Stones shall be carefully hand-packed to provide a stable structure with a minimum of voids.

The spacing of the check dams shall be as shown in the table below:

<b>Check Dam Spacing</b>					
<b>Gradient</b>	<b>Height of dam spill way (m)</b>				
<b>%</b>	<b>0.15</b>	<b>0.25</b>	<b>0.50</b>	<b>0.75</b>	<b>1.00</b>
5	15.0	25.0			
7	5.0	8.7	17.5	25	35
10	2.5	4.2	8.4	12.6	16.8
15	1.4	2.3	4.6	6.9	9.2
20	0.9	1.6	3.2	4.8	6.4
25		1.3	2.5	3.8	5.0
30		1.0	2.0	3.0	4.0
40			1.6	2.4	3.2
50			1.2	1.8	2.0

#### Work Method

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

#### Quality Control

The Engineer shall check the workmanship and spacing of the check dams. Measurement Unit:

No

The measurement shall be the number of check dams constructed

## Payment

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

### **08- 80-001      Access Drifts (Masonry Stones)**

### **08-80-002      Access Drifts (Concrete)**

The Contractor shall construct Access drifts in grouted masonry stone and watercourse drifts in concrete at locations, and to the dimensions, shown on the Drawings or as directed by the Engineer. This shall include the provision of stone and the levelling of the areas to be covered.

The stone pitching for Access drifts shall comply with the requirement of 08-70-016 with the addition of masonry toes at each end of the drift as shown on the Drawings.

Concrete drifts shall be constructed in Class 20/20 concrete to the lines and dimensions shown on the Drawings or as directed by the Engineer.

The area to be covered shall be trimmed to the line and slope shown on the Drawings or as directed by the Engineer, and the prepared surface compacted with hand rammers or appropriate equipment. The concrete shall be poured in bays of half road width and of length 10-15 metres, between construction joints, with steel mesh reinforcement mats laid 50mm below the finished surface level. Contraction joints if required shall correspond with the construction joints where directed by the Engineer expansion joints shall be installed at positions and to the details given by the Engineer.

The grouted stone pitching and the concrete shall be covered with wet sacking or other approved cover for not less than 4 days after laying and shall not be subject to loading until adequate strength has been developed as instructed by the Engineer.

## Work Method

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

- i) Stone pitching quality shall be as for **08-70-016**
- ii) Concrete shall be checked by slump test to the standard as directed by the Engineer.

Measurement Unit     $\text{m}^3$

The measurement shall be the volume of stone pitching or concrete laid, measured net according to the Drawings.

## Payment

The unit rate shall be full compensation for labour, tools, materials, equipment and incidental costs required for carrying out the work including excavations, compaction etc

### **08- 80- 004    Drift Maintenance – desilting**

This activity involves the removal of debris, silt and any vegetation from drifts and causeways. The debris shall be deposited away from the drift in approved spoil dumps.

This activity shall be carried 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 work shall be carried out to the satisfaction of the Engineer. Measurement Unit: m<sup>3</sup>

The measurement shall be the volume of debris or silt removed calculated as the product of length, width and measured depth of the affected section of drift.

## Payment

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

### **08-80-005    Drift Repairs – Concrete**

This activity involves the repair of concrete drifts, including the removal of loose or broken concrete, cutting back damaged areas to sound surfaces and repairing with concrete of similar Class to the original.

The drift shall be inspected and necessary repairs shall be instructed by the Engineer. Holes and voids shall be cleared of debris, loose material and dust, and shall be well watered before the new concrete is placed. The new concrete shall be firmly rammed against the existing surfaces and finished flush with the surrounding materials. The surface of the repair shall be protected from direct sunlight and kept moist for 3 days. Concrete shall be Class 20/20 unless otherwise directed by the Engineer.

## Quality Control

The work shall be carried out to the satisfaction of the Engineer. Measurement Unit: m<sup>3</sup>

The measurement shall be the volume of concrete used for the repair.

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

## SECTION 9: PASSAGE OF TRAFFIC

### 09-50- 004 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.

The contractor is directly responsible for the safety of the workers and road users. Whenever work is being carried out on or close to the carriageway, adequate measures have to be taken to warn and protect both road users and workers by ensuring that:

- The necessary temporary traffic signs and protection are provided and correctly located on site for the duration of the work;
- All equipment and vehicles are parked off the carriageway or behind protective barriers and signs, when not in use;
- No material is left in a dangerous location and that the road adjacent to the work site is kept clean and swept of any debris arising from the work;
- All excavations are protected for the benefit of all road users, equipment and workers;
- All operators are trained in the operation of their equipment;
- Operators and labourers are informed of the potential risks of and procedures for working with or close to machinery;
- Traffic control operations are carried out properly and that road users are not unnecessarily delayed;
- Where work on the carriageway or shoulder remains unfinished overnight, then proper warning lights are to be arranged and, if necessary protected;
- All sites are to be left tidy and cleared of debris when the work is completed. **Drawing**

**No C22** shows the type of signs to be provided for traffic control on site **Where a diversion has been provided:** After the construction of diversion has been completed and before work starts, warning signs, barriers and cones must be placed around the work area. Signs must be placed in the following order:

- o **"Men Working"** signs should be placed 200 metres in front of the work area.
- o **"Turn Left/Right"** arrows should be placed 100 metres in front of the work area.
- o Cones should be placed diagonally across the road to lead into the diversion.



- o ***“Keep Left/Right”*** arrows should be placed at the ends of the lines of cones.
- o Barriers should be placed behind the lines of cones.
- o ***“End of Restriction”*** signs should be placed beyond the ends of the diversion o At night yellow lamps should also be used to mark the extent of the work at the diversions.

Drawing No.C24 shows sign posting for diversions

**Where no diversion has been provided** and the works are supposed to be carried out on one side of the road at same time allowing traffic to pass on the other.

Before work starts, warning signs, barriers and cones must be placed around the work area in the following order:

- o ***“Men Working”*** signs should be placed 200 metres in front of the work area, o ***“Road Narrows”*** signs should be placed 100 metres in front of the work area, o ***“Speed Limit”*** signs should be placed at the start of the work area,
- o Barriers should be placed at each end of the work area
- o Cones should be placed in a taper at the approaches to the work area and at a maximum spacing of 10 metres along the middle of the road next to the work area.
- o ***“End of Restriction”*** signs should be placed 50 metres beyond the work area. Drawing

No.C-25 shows sign posting for diversions of traffic to one side of the road **Quality Control**

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

### **Measurement and Payment**

Measurement Unit: months as a percentage of the physical progress done monthly, upon the approval of the Engineer that satisfactory control measures are in place.

## 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.

Gravelling 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.

Laying and mixing shall be by grader or manual and the minimum thickness of compacted layer shall be 120mm and The maximum thickness to be compacted in one layer is 200mm. Relative compaction shall be at least 95% MDD (modified AASHTO) and moisture content shall be between 80% and 105% OMC (modified AASHTO)..

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 The grading after compaction shall meet gravel class 2 requirements with minimum CBR of 20% at 95% MDD (modified AASHTO) after 4 days soak.

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

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

BEARING STRENGTH REQUIREMENTS		
Traffic VPD	CBR	DCP Equivalent mm/Blow
>15	20	11

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

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

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.

### **10-50-001      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:                      m<sup>2</sup>

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- 003: 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:  $\text{m}^2$

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

#### Payment

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

### **10-60-001      Excavation, spreading and Compaction of Gravel - Labour/Equipment**

- i. **Excavation:** 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.

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.

- ii. **Haulage:** 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.

- iii. **Control of Heaps along the Road:** The spacing of the gravel heaps delivered by the trucks shall be such that the traffic flow is not unduly interrupted. The spacing for each heap shall be demarcated and enough material be placed to cover 60-80m half width pavement. Any greater loads shall be dumped in stockpiles off-road and transported to the formation areas by appropriate means.
- iv. 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.
- v. Unless otherwise instructed the moisture content of the material shall be within  $\pm 2\%$  of optimum. Where additional moisture is required water, it shall be applied in an even manner and the rate of application shall be such that no transverse or longitudinal flows occur.
- vi. **Placing of Shutters** (ref. standard drawings C-29): The contractor shall provide vertical shutters with the sufficient height to achieve compacted thickness instructed by the Engineer on either side of the material being compacted. The quantity of shutters supplied shall be sufficient for one day's work. Care shall be taken when fixing the shutters to ensure that no bumps are built into the surface and that a smooth vertical and horizontal alignment is obtained. The shutters shall be firmly anchored and supported using steel pins to ensure they are not displaced laterally during the compaction; in addition they should be correctly placed to comply with specified dimensions, lines and levels of the road, subject to the approval of the Engineer's Representative. The shutters shall be made using steel, timber or both.

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. The compacted thickness of any layer laid and compacted shall not exceed 120mm. once the shutters are removed, the contractor shall and provide and compact soft material to support the vertical edges of gravel layer.

- vii. **Compaction:** Compaction of the gravel material shall be carried out from the carriageway edges to the centerline by overlapping passes of the compaction equipment. Any corrections to ensure lateral and longitudinal level finish is achieved shall be done immediately. The number of passes shall be dependent upon the

equipment used and the material being compacted to achieve dry density of at least 95% MDD (AASHTO T180). The density tests will be carried out at 100m intervals along the road on the compacted material. The Engineer may instruct the Contractor to test any section of the road at random to ascertain the compaction.

**Work Method:**

The Contractor shall use both **Labour** and appropriate **Equipment** as instructed by the Engineer to carry out this item.

**Quality Control:**

- o The contractor will test the compaction of formation and seek the approval prior to dumping gravel.
- o Oversize stones (more than 80mm) and boulders shall not be loaded for haulage to the road.
- o Areas containing deleterious material shall not be excavated
- o No haulage equipment shall be used until its capacity has been ascertained by the Engineer
- o The quantity of material delivered in each load shall be checked before dumping is allowed
- o The quality of gravel dumped on the road shall be according to the Specifications. Testing of dumped material on site might be required as per the Engineer's instructions
- o The distance between the stacks shall be checked to ensure the sufficient material is available to fill the gravel shutters to the top.
- o The gravel surface width shall be checked at 100m intervals and shall have a tolerance of  $\pm 50\text{mm}$
- o The compacted gravel will tested at intervals of 100m along the road, all compacted sections must achieve dry density of at least 95% MDD (AASHTO T180)
- o Trial holes shall be dug as directed by the Engineer to check the gravel thickness and shall have a tolerance of  $\pm 5\text{mm}$  /  $- 0\text{mm}$
- o The camber with a cross-fall of 8% (compacted) shall be checked at 50m intervals and the maximum tolerance shall be  $\pm 1\%$
- o The longitudinal profile shall be checked after the compaction of each load to ensure a smooth surface with no corrugations or depressions

**Measurement Unit:      m<sup>3</sup>**

- o The measurement shall be the volume of compacted gravel surfacing measured net according to the drawings and shall include the excavation and the cost of a 1.5km 'free' haul distance, measured from centre of volume of the source of material.

## **Payment**

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

### **10-80- 002 (a) Removal of Overburden - Labour**

### **10-80- 002 (b) 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:                      m<sup>3</sup>

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

No separate measurement and payment shall be made for this item the Contractor is deemed to have included for cost of complying with this clause in the rate for gravel.

**10-80-003****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

No separate measurement and payment shall be made for this item the Contractor is deemed to have included for cost of complying with this clause in the rate for gravel.





## SECTION 12: NATURAL MATERIAL BASES

### 12-50-001      **Hand Packed Stone Paving**

The Contractor shall construct the hand packed building stones paving on the shaped and compacted road formation which has been approved by the Engineer.

Pegs shall be placed at 5 metre centres at the edge of the carriageway with the tops of the pegs at the desired finished road level.

A kerb of larger stones (300-400 mm) shall be placed in an edge trench so that the tops of the stones correspond to the finished road surface level. The trench shall be backfilled and compacted to secure the kerb stones in place. Stones shall not be lesser than 150mm, they shall be placed tightly together on the road formation between the kerbs with the greater dimension vertical, and the tops approximately at the finished surface level.

The gaps between the base stones shall then be filled with smaller stones and hammered into place. Angular chippings from the breaking of larger stones, and other smaller stones shall be wedged into the gaps to form a close matrix.

The surface shall then be blinded to finished road profile level with quarry dust (0-6mm), water will be sprinkled to ensure the fines have filled all the voids and compacted until no movement is observed as per drawings C21 or directed by the Engineer.

#### Work Method

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

#### Quality Control

The contractor will seek approval of the compacting equipment

The passage of the compaction equipment shall show no movement within the paving. The finished surface shall be dense and firm.

Measurement Unit: m<sup>3</sup>

The measurement shall be the volume of paving in place measured net according to the Drawings. Payment

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

## SECTION 17: CONCRETE WORKS

### 17-80-001 to 006: Bridge's Structural Concrete

Refer to chapter 17 of the Standard Specifications for Roads and Bridge Construction

### 17-70-003 Concrete Road Section

The Contractor shall construct the concrete road carriageway on the prepared, shaped and compacted road formation as approved by the Engineer.

Concrete shall be class 20/20 and may be batched by volume, but shall be mixed in a mechanical mixer. The mix shall be as shown below.

Concrete Class	Nominal Mix by Volume	Batch with 1 bag Cement		
		No. of boxes		
		Fine	Coarse	Yield (Approx.)
20/20	1:2:4 (20mm max aggregate)	2	4	0.16m <sup>3</sup>

The water added shall be the minimum necessary to give sufficient workability for efficient consolidation of the concrete. For concrete placed by hand this shall be 23-27 litres per bag of cement. For mechanical mixing and compacting (poker vibrator) the water content shall be reduced to 20 litres per bag of cement.

The concrete shall be placed in formwork which is clean, smooth faced and secure from movement and leakage to the full depth of the carriageway (150mm) in clearly marked out bays. Steel reinforcing mesh mats (6mm) shall be laid at a depth 50mm below the finished surface as the concrete is being poured. Compaction of the concrete shall be by hand ramming or poker vibrator. The surface shall be tamped with a timber tamping bar to produce a uniform, transverse ridged surface.

Concrete pours shall normally be over half the carriageway width and in lengths between construction joints as directed by the Engineer, of 10-15 metres. Contraction joints if required shall correspond with the construction joints.

Where directed by the Engineer expansion joints shall be formed in positions and in accordance with the details provided by the Engineer.

The surface of the concrete shall be covered and kept moist for at least 4 days to allow adequate curing.

The Contractor shall make cubes for testing as directed by the Engineer.

All materials used for concrete production and the Contractor's working method shall be approved by the Engineer before concreting is permitted.

#### Work Method

The Contractor shall use **Labour** and **Equipment** to carry out this item. Quality Control Slump test shall be to the standard specified by the Engineer in the range of 25-100mm.

Cube strength shall be  $27.5 \text{ N/mm}^2$  at 28 days on an average of 4 cubes

Measurement Unit:  $\text{m}^3$

The measurement shall be the volume of concrete measured net according to the Drawings

#### Payment

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

## **SECTION 20: ROAD FURNITURE**

Scope:

This section comprises those items of Road Furniture to be erected and maintained as aids to road safety, including traffic signs and guardrails.

### **20-50- 001 Traffic Sign Maintenance**

This activity involves all the tasks required to ensure that the road signs and signposts are in a clean, properly aligned, vertical and secure condition; the replacement of missing or broken bolts, nuts or other fixings and the tightening of the same. The maintenance shall also extend to securing any loose posts by the re-compacting or removal of any unsuitable material surrounding the posts, importing and compacting of suitable material to render the post secure.

Work Method

The Contractor shall use **Labour** to carry out this item. Quality Control

- ☐ The signs shall be clean and in vertical position
- ☐ The fixings shall be hand checked to be tight

Measurement Unit: No.

The measurement shall be number of signs maintained. Payment

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

### **20- 50- 004: Marker Posts Replacement**

This activity involves the replacement of kilometre stones and culvert marker posts

The Engineer shall determine the location of the marker stones and posts. They shall be set in a simple excavation and backfilled with soil. The depth of the excavation shall be determined on the site, depending on the size and shape of the marker stone or post.

Work Method

The Contractor shall use Labour to carry out this item. Quality Control

- ☐ The posts shall be vertical and firmly bedded to the approval of the Engineer

Measurement Unit: No

The measurement shall be in number of marker posts. Payment

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

#### **20-50-005      Traffic Signs**

The Contractor shall erect traffic signs of the type and at locations as directed by the Engineer. The signs materials and quality are shown on the Drawings. The signs shall be bedded in concrete Class 15/20 and shall be supported vertically until the concrete is set.

Work Method.

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

Quality Control.

The Engineer shall check the sign position before concrete is backfilled. Measurement Unit:

No

The measurement shall be the number of signs erected. Payment

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

#### **20-50- 008:      Guardrail Repair**

This activity involves the repair of Guardrails (including rails, posts and fixings) to a properly aligned, vertical and secure condition. The repair shall include securing any loose posts by re-compaction or removal of any unsuitable material surrounding the post, importing and compaction of suitable materials to render the posts secure, and the re-fixing of the rails.

Work Method

The Contractor shall use Labour to carry out this item. Quality Control

- ☐ The guardrails shall be checked as being properly aligned secure and in a vertical position
- ☐ The fixings shall be hand checked to be firmly fixed

Measurement Unit: m

The measurement shall be the length of Guardrail repaired

Payment

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

#### **20-50-010. Installation of Guard Rails**

The Contractor shall erect guardrails at locations shown on the Drawings or as directed by the Engineer. The guardrails shall comply with the requirements of the Road Authority and shall be erected on timber posts of top diameter not less than 150mm.

Posts shall be drilled and shaped as shown on the Drawings and provided with the necessary bolts, nuts, washers and spacer blocks.

Holes excavated for the timber posts shall be spaced to suit the standard length of guardrail supplied, and shall be of sufficient size to permit the proper setting of the posts and to allow room for backfilling and compacting. At least 1 metre of a post shall be embedded in the ground. The backfilling shall be with 12:1 soil cement mixture, or as otherwise directed by the Engineer, after the erected rails have been approved by the Engineer.

Work Method

The Contractor shall use **Labour** to carry out this item. Quality Control

The Engineer shall check the post and rail erection before final backfilling. Measurement Unit:

m

The measurement shall be the length of Guardrail erected. Payment

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

## **SECTION 22: DAYWORKS**

A Provisional Sum shall be included in the Bills of Quantities to cover the payment of equipment, labour and materials for work instructed by the Engineer on a Dayworks basis.

The Contractor shall include prices for all items in the Schedule of Rates, in the Dayworks Bill, and shall carry out work using these rates only if directed by the Engineer. Measurement and Payment

### **a. Equipment:**

Payment for equipment shall only be made for the time each item of equipment is working. Idle time due to breakdown or incompleteness of the equipment shall not be paid. The rate of equipment shall include for the cost of the following:-

- i. Transport of the equipment to the site
- ii. Operators , drivers and assistants including their overtime
- iii. Fuels and lubricants
- iv. Maintenance, spare parts and all costs of repairs
- v. Depreciation, insurance, overheads and profits.

### **b. Labour**

Payment shall only be made for the time each of worker working on the Dayworks as instructed by the Engineer. The rate for labour shall include the cost of,

- i. All wages, allowances and other payments due to the worker
- ii. Provision of small tools used on Dayworks activities by labourers and tradesmen.
- iii. Insurance, overheads and profit.

### **c. Materials**

Payment shall only be made for materials instructed by the Engineer for use in Dayworks activities. The rate for materials shall include for the cost of provision of the material, transport to site, storage, handling, overheads and profits.

### **d. Schedule of Dayworks**

The Engineer shall compile a Schedule of the Equipment, Labour and Materials which may apply to Dayworks activities, to be included in the Dayworks Bill.



## **SECTION 25: CROSS CUTTING ISSUES**

### **Scope**

Crosscutting issues are those that are too complex to be solved by a single action from just one of the many partners who are involved in a roadwork project or programme. In most cases the Engineer will require the assistance and cooperation of the local communities, local NGOs and other government departments who are dealing with such issues. The following have been identified as cross cutting issues in the programme:

- o **HIV / AIDS Awareness & Prevention Campaign**
- o **Soil Erosion mitigation measures**
- o **Safety and Health Measures on Site**
- o **Gender Equality**
- o **Labour Standards**

### **25-50-001 HIV / AIDS Awareness & Prevention Campaigns**

#### **Scope:**

This section sets out the Contractors obligations with regard to on-site HIV / AIDS awareness campaign and preventive measures that are to be instituted.

#### **25-50-001(a) HIV / AIDS Awareness Campaign**

The Contractor shall institute an HIV / AIDS awareness campaign amongst his workers for the duration of the Contract.

The Contractor shall display AIDS awareness posters in all buildings frequented by workers employed on the Contract, where such buildings fall under the control of the Contractor.

In addition at least two of the Contractors vehicles regularly used on site shall display HIV / AIDS awareness posters. The posters shall be printed on gloss paper and shall be at least A1 size on buildings and A3 size or other approved size on vehicles. The message on the posters shall be supplied by the Employer through the Engineer.

Aids awareness shall also be included in the orientation process of all workers employed on the Contract.

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According to ILO and Government of Kenya, the contractor shall not allow discrimination against persons infected or affected by HIV/AIDS and screening is not a requirement for job applications.

Measurement Unit: month

The measurement shall be the month expressed as a percentage of the physical progress done or part thereof, measured over the duration of the campaign.

Payment:K/;

The rate shall include full compensation for equipment; labour and material required for the provision of the item.

#### **25-50-001(b) AIDS Prevention Campaign**

The **subcontractor** jointly with main contractor shall institute an HIV / AIDS prevention campaign amongst the workers for the duration of the Contract.

As part of the campaign the subcontractor will be required to make condoms available to the workers. The subcontractor will be expected to contract some health professionals and NGOs who have the capacity to carry out adequate prevention campaigns and provide counselling services.

Measurement and Payment-Sub contractor

Measurement Unit: month

The measurement shall be the month, measured over the duration of the campaign. Physical evidence in form of photos, minutes of the meetings, video shows to be attached as measurement sheets.

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Measurement and Payment-Main contractor

The Engineer shall include a Prime Cost Sum for this item to be availed to the Engineer as instructed. The Contractor will be paid on a prime cost basis plus a percentage for overheads and profits

## **25-50-002 Environmental Mitigation measures**

In order to minimise the negative effects on the environment during construction phase, the following issues and the corresponding mitigation measures have been recommended:

### **Responsibilities and Liabilities**

In conjunction with his obligations defined under the Contract, the Contractor will plan, execute and document construction works pursuant to the specifications below.

The Contractor is liable for all damages to natural resources caused by the execution of the Works or the methods used for execution, unless it is established that the execution or methods were necessary, according to the provisions of the Contract or an Employer's Representative's instruction.

### **Management of Non-conformities**

Non-conformities detected during inspections carried out by the Contractor or Employer's Representative are subject to a process adapted to the severity of the situation. The non-conformities will be defined as Deviations from the requirements of the applicable regulations, the ESHS Specifications, the ESMP, and the Worksite - ESMP.

### **Measurement and Payments**

Environmental Mitigation Measures will be paid as a Lump sum, and shall be paid on a Monthly basis, upon the approval by the Engineer that adequate measures have been provided as per the criteria below. .

The contractor will be required to submit a monthly environmental mitigation measures statement that will be jointly cross checked by the Engineer and the contractor for compliance as a measurement sheet.

#### **25-50-002-1 Air Quality**

1. Water shall be sprayed along the road and surrounding areas to minimize formation and spread of dust;
2. Dust generating activities (excavation, handling and transport of soils) should not be carried out during times of strong wind';
3. When storage, handling and transportation of bulk materials is made in the open air and exposed to the wind, the Contractor implements the necessary dust abatement measures, including one or several of the following techniques: vegetation of the surface, covering of the surface, humidification of the surface, covering the trucks, etc.
4. Vehicles delivering soil materials shall be covered to reduce spills and windblown dust;
5. Vehicle speeds shall be limited to minimise the generation of dust on site and on diversion routes;

6. Provide appropriate dust masks for use by construction workers in areas with high dust levels

#### **25-50-002-2 Noise pollution**

1. The Contractor shall keep noise level within acceptable limits as per EMCA Noise Regulations;
2. Construction workers are required to wear ear muffs in areas exposed to excessive noise levels;
3. All Project vehicles should be maintained regularly including proper fine tuning of engines;
4. Truck drivers shall avoid the use of horns at all times, as much as possible.
5. Except as otherwise provided in the Contract or unless waived by the Employer's Representative, high noise generating works (e.g. pile driving, blasting, rock clearing, drilling, percussion drilling) which may impact occupied receptor areas are carried out during normal working days, but prohibited at night. A receptor area is defined as an area used for nocturnal socioeconomic activities (e.g. accommodation camps, residential areas, hotels, health centres)

#### **25-50-002-3 Vegetation Loss**

1. Areas to be cleared should be agreed and demarcated before the start of the clearing operations to minimize exposure
2. The use of existing cleared or disturbed areas for the Contractor's Camp, stockpiling of materials etc. shall be encouraged.
3. Vegetation clearing using chemicals is not permitted.
4. The Contractor undertakes physical demarcation of zones to be cleared using a method approved by the Employer's Representative.

#### **25-50-002- 4 Impacts on soils**

1. Where possible, construction activities in hilly areas are to be undertaken during dry season. Construction should be minimal during the long rainy season (March to May) and the short season (October to December);
2. Wherever possible, earthworks should be carried out during the dry season to prevent soil from being washed away by the rain;
3. Excavated materials and excess earth should be kept at appropriate sites approved by the Supervising Engineer (topsoil to be kept separately and reused for site restoration)
4. Increase number of drainage outlets along the Project Road;
5. Drain outlets placed so as to avoid cascade.
6. Install erosion control measures (gabions) to protect the bank and seasonal watercourses that drain into the river.
7. Protect material borrowing sites from the route of storm water during heavy rain.

### ***Measurement and Payments***

The Engineer will instruct the permanent works related to this clause such as soil erosion measures and pay under the relevant bill items.

#### **25-50-002-5 Impacts on water resources**

1. To avoid exerting pressure on existing water resources, the contractor can drill a borehole along the Project route, for use during construction. The borehole should be handed over to the host community upon completion of the project as CSR by the contractor;
2. Prohibit disposal of solid wastes into the ponds/watercourses, agricultural fields and public areas;
3. Prohibit placement of construction materials or waste storage areas near water courses;
4. Discharge of oily wastewater, fuel, hazardous substances and wastes, and untreated sewage to watercourses/canals and on the ground/soil shall be prohibited;
5. Construct retaining structures such as gabion baskets, rip-rap,
6. Suspended solids in rainwater are removed using sediment traps / settling ponds. Rainwater from vehicle parking areas, machinery areas, workshops is subject to treatment with oily water separators.

### ***Measurement and Payments***

No separate payment shall be made for this item

#### **25-50-002-6 Contractor's camp site**

1. The site for the Contractor's Camp shall be determined in collaboration with the RE taking into consideration the following:
  - i. The security situation in the area.
  - ii. The local administration shall be involved in the site location to avoid destruction of any cultural sites or any other conflict;
  - iii. The Contractor's Camp layout shall take into account availability of access for deliveries and services and any future works;
  - iv. The Contractor's Camp should also be of sufficient size to accommodate the needs of all sub-contractors that may work on the project.
  - v. Decommission the camps and reinstate the land to its natural condition by filling excavations and planting suitable saplings.

### ***Sanitation***

1. The Contractor shall comply with all laws and any by-laws relating to public health and sanitation;

### ***Workshops***

1. Where practical, all maintenance of equipment and vehicles on site shall be performed in the workshop.
2. If it is necessary to do maintenance on site, but outside of the workshop area, the Contractor shall obtain the approval of the Regional Director prior to commencing activities;
3. The Contractor shall ensure that there is no contamination of the soil, vegetation or surface water in his workshop and other plant or emergency maintenance facilities.
4. The workshop shall be kept tidy at all times and shall have the following as a minimum:
  - i. A smooth impermeable floor either constructed of concrete or suitable plastic covered with sufficient gravel to protect the plastic from damage;
  - ii. the floor shall be bounded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil);
  - iii. Drip trays shall be used to collect the waste oil and lubricants during servicing and shall also be provided in construction areas for stationary plant (such as compressors);
  - iv. The drip trays shall be inspected and emptied daily;
  - v. Drip trays shall be closely monitored during wet weather to ensure that they do not overflow.

### ***General Materials Handling and Storage***

1. All materials shall be stored within the Contractor's camp unless otherwise approved by the Regional Director;
2. All imported fill, soil and/or sand materials shall be free of weeds, litter and contaminants. Sources of imported materials shall be listed and approved by the Regional Director
3. The Contractor shall ensure that delivery drivers are informed of all procedures and restrictions (including 'No go' areas) required;
4. Any electrical or petrol driven pumps shall be equipped and positioned so as not to cause any danger of ignition of the stored product;
5. Collection containers (e.g. drip trays) shall be placed under all dispensing mechanisms for hydrocarbons or hazardous liquid substances to ensure contamination from any leaks is reduced;

6. Regular checks shall be conducted by the Contractor on the dispensing mechanisms for all above ground storage tanks to ensure faulty equipment is identified and replaced in timely manner;
7. Only empty and externally clean tanks may be stored on bare ground. All empty and externally dirty tanks shall be sealed and stored on an area where the ground has been protected.

#### **25-50-002-7 Solid and Liquid Wastes**

1. The contractor shall develop a Waste Management Plan (WMP) prior to commencement of works;
2. The Contractor is responsible for identifying, collecting, transporting and treating all waste produced on the Project Areas by its personnel, Subcontractors and visitors.
3. Any transportation of dangerous materials such as diesel etc, which can cause any environmental impact, will be carried out in a manner so as to cause minimal disturbance to the surrounding natural environment;
4. Storage of construction materials shall be confined to a designated area along the Project site or at the contractor's camp only;
5. The Contractor assesses, document and effectively implements any local recycling or re-use options for its waste.
6. Properly labelled and strategically placed waste receptacles shall be provided at all places of work; Located on a flat impervious surface to prevent infiltrations; Under cover for non-inert waste;
7. Litter bins should have secured lids to prevent animals and birds from scavenging;
8. Recycling of construction material shall be practiced where feasible;
9. The Contractor's hazardous waste is managed by a specialised waste Subcontractor

#### **25-50-002-8 Impacts on Land**

1. Obtain authorization to use the proposed borrows pits, including ESIA, before commencement of any material extraction activities;
2. Topsoil from borrow pits should be held on site as much as possible to backfill after construction materials are exhausted;
3. Safety distances should be maintained in material sourcing operation; 100m to any shopping centre, school or dispensary and 50 m to any house irrespective of consent from the owner;

4. Borrow pits shall be located more than 20 m from watercourses, in position that will facilitate the prevention of storm water runoff from the site from entering the watercourse;
5. Material borrowing sites used for the Project should be decommissioned upon completion of the Contract and the land reinstated to its natural condition, or to an acceptable condition

#### **25-50-002-9 Impacts on Biodiversity**

1. In order to minimize potential impacts on wildlife migration especially, elephants, the Project shall liaise with the KWS Warden at Isiolo Station and the existing Community Conservancies to integrate wildlife protection measures in the road design and during construction.
2. Involve the local community and the conservancy fraternity in creating awareness on possible long-term effects of the road on wildlife and humans;
3. At the very least, clear wildlife crossing signs are recommended at both ends of the road to warn and alert Project workers on the potential existence of wildlife in the area.
4. Where possible, areas shall be cleared from one side to another, or from the inside out, to prevent animals becoming trapped.
5. Create awareness amongst the labour force on protection of wildlife and specifically poaching and develop a code of conduct for the Project prohibiting hunting or harassing of wildlife;
6. Appropriate waste management by covering all solid waste especially at the contractor's camp;
7. Fence off the contractor's camp and borrow pit sites to keep wildlife away;
8. Install speed calming measures such as bumps and flashing lights near wildlife crossing sites;
9. Post speed limit sign preferably 40km/hr near wildlife crossings, which should be identified in liaison with the KWS.
10. The Contractor shall not introduce Invasive Alien Species

#### **25-50-002-10 Disruption of Access to Property**

Disruption of access to property must be kept to a minimum at all times. Where such disruption is unavoidable, the Contractor shall advise the affected parties and the Regional Director at least seven working days in advance of such disruption.

#### **Damage to people and property**

The Contractor shall not disturb or interfere with the inhabitants of local communities close to or in the Project Area, and shall respect their houses, cultures, animals, properties, customs and practices. The Contractor is responsible for damages to people and property caused by the execution of the Works or the procedures used for execution.



The Employer's Representative is informed of any damage caused to people, or the property of individuals, other than the Contractor's personnel, within 6 hours of the event, regardless of the value of the prejudice.

The Contractor provides compensation for any prejudice suffered by the owners and users of land, if these users are not the same parties as the owners.

#### **25-50-002-11 Relocation of public utilities**

1. Notice should be given to the utility users prior to any interruption in supply;
2. Liaise with relevant parties which include water service institutions and KPLC.

#### **25-50-002-12 Delays in transportation**

1. To avoid delays to road users, the contractor will be required to plan itineraries for site traffic on a daily basis. Traffic management and control is mandatory throughout the project;
2. Temporary road signs that are visible both during the day and at night indicating road works and restrictions will be required, as detailed in section 9 of the specifications;
3. The contractor should also set aside footpaths, cycle lanes and parking bays for heavy goods vehicles and public transport vehicles;
4. Areas where construction is taking place should have clearly marked speed reduction signage.

#### ***Measurement and Payments***

Traffic Control will be paid under item 09-50- 004.

#### **25-50-002-13 Disruption of Community**

1. The Regional Director is to establish a formal grievance and redress mechanisms.
2. The Contractor will be required to minimise the risk of grievances with the local communities.
3. Where grievances occur, the Contractor will be required to assist in the process to investigate and resolve the grievance as effectively and quickly as reasonable;
4. The Contractors shall keep a 'Complaints register' on Site. The register shall contain:
  - i. All contact details of the person who made the complaint and information regarding the complaint itself;
  - ii. The investigations undertaken and response provided;
  - iii. Actions taken and by whom;
  - iv. Any follow-up actions taken.

5. Copies of complaints received are to be copied to the Regional Director, and where pertinent.

#### **25-50-002-14 Site Security**

1. The Supervising Engineer and Contractor in liaison with the security organs must create awareness to the security situation on the ground all the times;
2. Appropriate fencing, security gates, shelter and security guards are to be provided at the Construction
3. The Contractor must ensure that good relations are maintained with local communities and their leaders to help reduce the risk of vandalism and theft;
4. Site staff that are found to be involved in incidences of theft or pose other security risks to the local community are to be dismissed and reported to the authorities.

#### **25-50-002-15 Fire Incidences**

1. The Contractor shall ensure there is control of potential fire ignition points;
2. The Contractor shall ensure that there is basic fire-fighting equipment available on site;
3. Flammable materials should be stored in approved conditions.
4. Smoking shall not be permitted in those areas where there is a fire hazard.
5. The Contractor shall ensure that all site personnel are aware of the fire risks and how to deal with any fires that occur.

#### **25-50-003 Health and Safety Measures on Site**

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.

A health and safety plan should be put in place by the contractor, as part of the Worksite – ESMP, including its organisation for managing health and safety. The plan identifies and specifies:

- a) All health and safety risks relating to the execution of the Works, by also identifying gender-specific risks;
- b) Prevention and protection measures to control risks related to the execution of the Works, by differentiating, where necessary, measures concerning the protection of women and men;
- c) Human and material resources involved;

- d) Works requiring work permits; and
- e) Emergency plans to be implemented in the case of an accident.

In addition, this Health and Safety Plan describes how workers are trained in health and safety aspects.

The Contractor implements prevention, protection and monitoring measures, as described in the Health and Safety Plan.

***The following Safety Measures should be adhered to:***

- The contractor should engage a local community liaison person to manage community issues;
- First aid kits must be available on site, a qualified first aider should be on site during the working time and the Site Supervisor should also be conversant with first aid procedures. The Contractor shall 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
- A safety officer who has safety training and knowledge of safety procedures should be present on site to ensure that all workers have guidance on the safety procedures;
- The contractor shall ensure all workers obtain the mandatory national insurance cover (NHIF and WIBA);
- The contractor shall ensure that the employees are equipped with appropriate hand tools and personal protective equipment (PPE) to protect and prevent possible injuries to the workers
  - Protective goggles for stone cutting, chiselling, grinding, and welding.
  - Face masks when working in dust and smouldering waste.

- Helmets when working on sites where there is a danger of falling objects, e.g. in deep drains, digging pit latrines, work in quarries, etc.
- The Site Supervisor should also know where the nearest hospital / clinic is and where an ambulance or quick transport can be found.
- Special safety measures are required when deep trenches have to be dug, for example for culverts or structures. Depending on the material (natural soil slope) and the depth of the trench, strutting will be required to avoid collapsing trench sides. The construction of strutting has to be done carefully and requires an experienced builder.
- The contractor should ensure there are warning signs on the construction site and on the road to protect from accidents;
- No alcoholic drinks or drugs during work.

### ***Quality Control***

No worker will be assigned works without protective clothing; a percentage of the payment will be deducted whenever the Engineer or his representative finds a worker without protective gear.

### ***Payment***

50% of the Lump Sum payment for this item will be made when the contractor mobilises and provides all items as required by this clause, 25% will be paid when the works are 50% complete and the remaining 25% upon final completion.

## **25-50-004 Gender Equality**

According to constitutional law of the Government of Kenya, women and men have the same rights and responsibilities which are to be ensured at all levels and in all aspects of daily life.

It is therefore the obligation of Contractor to ensure that gender equalisation is achieved in all aspects of contract works. That means women should get equal opportunities with men and the recruitment process must clearly demonstrate this. Opportunities for employment should also be offered to disabled people. Special activities that they can carry out have to be identified and allocated to them.

### ***Measurement & Payments***

No separate payment shall be made for this item but the Contractor will be expected to comply fully with the requirements of this clause.

## **25-50-005 Labour Standards**

It is an obligatory duty of the construction sector to maintain the international labour standards, as Kenya is one of the signatories of the International Labour Conventions of the International Labour Organisation (ILO). The contractor should observe the following requirements:

### ***Equality:***

- Men and women should receive equal pay for work of equal value.
- Persons should be given equal opportunity and treatment in employment;

There should be no discrimination against persons in their employment and occupation on the basis of their race, colour, sex, religion, political opinion, national extraction or social origin, or on any other basis set out in new constitution.

***Freedom from forced labour:***

- Work or service should not be exacted from any person under the menace of penalty or under circumstances where the person has not offered himself or herself voluntarily.
- Work or service should not be exacted from any person:
  - As a means of political coercion;
  - As a method of mobilising and using labour for purposes of economic development;
  - As a means of labour discipline;
  - As a punishment for having participated in strikes
  - As a means of racial origin,
  - Social, national or religious discrimination.

***Freedom of association:***

All steps to be taken to protect, respect and promote workers and community's rights of association

***Minimum age:***

No person under the age of 18 years should be employed or work

***Minimum wages:***

Minimum wages should be established for groups of wage earner, in consultation with employers and Labour Department and workers organizations;

***Protection of wages:***

Wages should be paid in cash money. Workers should be informed of any deduction made from wages, and national regulations should set down condition for deductions from wages. Wages should be paid regularly at or near the place of work.

Before recruitment, adequate notice should be given and the notices posted in public places such as schools, chief's office and churches in order to reach as many people as possible.

During recruitment, the information on the number of jobs available and terms of employment (pay rates, timing and arrangements for payment including first payment date), should be disclosed openly. The recruitment process should be conducted in transparent manner without biases or any discrimination.

The unskilled labour is supposed to be sourced from the project area apart from specialised personnel like craftsmen and technicians who may be hired from elsewhere if they cannot be found in the project area.

***Measurement & Payment***

No separate payment shall be made for this item; the Contractor will be expected to comply fully with the requirements of this clause.

## **SECTION 26: PERFORMANCE BASED ROUTINE MAINTENANCE WORKS**

### **PART A: OUTPUT AND PERFORMANCE SPECIFICATIONS**

#### **26-50-001: Notice to Bidders**

This section deals with the Procurement of Works under the Performance Based Routine Maintenance type of Contract. The maintenance will be carried out for a period of three years after improvement works are completed. During the Defects Liability Period, the contractor shall carry out routine maintenance works only. After the expiry of the defects liability period, the contractor will be required to carry out both the routine maintenance and instructed works.

This type of contract differs substantially from the traditional contracts for road maintenance works in that most of the payments to be made to the contractor are not based on quantities of works measured by unit prices for works inputs, but on measured ‘outputs’ reflecting the target conditions of the roads under contract (in other words: ‘what the roads are supposed to look like’), expressed through ‘**Service Levels**’. Another major difference is that the Contractor is responsible for designing (deciding on) the works necessary to reach the required Service Levels, and the durability and performance of the roads over a longer period.

For example, the contractor is not paid for removing 2 cubic metres of silt from a culvert (his actual work input) in a certain month, but for keeping the culvert clean and free of silt at all times (the output of his efforts). This means that in some months he will be paid the agreed standard monthly lump sum amount even though he has not had to do much work. In other months he might have to do a lot of work but he will still only be paid the agreed standard amount. However, if he fails to meet the Service Levels by, for example, allowing a culvert to become silted up, he will have a reduction made from his monthly lump sum.

The Service Levels are defined in the Contract and so is the method of calculating the payment reductions for non-compliance. It is intended that the contractor is motivated to do good quality work so that he reduces his maintenance burden, and therefore his costs, over the duration of the contract. If he does shoddy work, he will have to repeat it and this will increase his maintenance inputs and costs. He must decide how best to plan and execute the works in order to make his operations cost effective.

In this particular contract this method of payment, based on Service Levels, applies mainly to the ‘**off-carriageway**’ Routine Maintenance.

There is provision in the contract for repairs and maintenance works ‘on-carriageway’ and for emergency works that may have to be carried out from time to time, but these

activities are paid for using the traditional method of measuring quantities of input items, and rates, given in the Bills of Quantities.

Another important aspect in the Performance type of contract is for the contractor and employer to enter into a long term relationship whereby the contractor takes over more responsibility for managing the condition of the road and is rewarded by a longer term contract than is traditional; sometimes several years.

#### **26-50-002: Description of The Project Road**

The project is in **Igamba-ngombe** Constituency of **Eastern** region. It commences at **700 metres from Marima Shopping Centre** and traverses a **hilly and rolling** terrain for 18Km **to end at Makutano Trading Centre 7Km from C92 junction in Kathwana Town**. It is a gravel road with several 900m diameter PCC culverts, **Box culverts** and **the Maara Bridge**.

#### **26-50-003: Scope of Works**

- (a) Designing and carrying out ‘off-carriageway’ routine maintenance of the drainage system, including drainage and erosion control structures, and the control of vegetation, in order to achieve the Service Levels defined in the Specifications.
- (b) Carrying out activities ‘on-carriageway’ in order to achieve the Service Levels for cleanliness and safety as defined in the Specifications.
- (c) Repairs and routine maintenance of the paved surface, as directed by the Employer’s project manager.
- (d) Repairs and routine maintenance of the roads signs, safety barriers and other road furniture, as directed by the project manager.
- (e) Carrying out emergency works, as directed by the project manager.

#### **26-50-004: Scope of Services to be provided and Payment Method**

##### **26-50-004(a): Performance based Routine Maintenance Services**

The services to be provided by the Contractor include all activities, physical and others, which the Contractor needs to carry out in order to comply with the Service Levels and other output and performance criteria indicated in the contract, or with any other requirements of the contract. In particular, they include management tasks and physical works associated with the following road-related assets and items:

- ☐ Inspect road, identify and remove all obstructions
- ☐ Clear side drains, mitre drains, cut-off drains
- ☐ Repair and replace scour checks
- ☐ Repair eroded ditches



- ☐ Clean cross culverts, access culverts, outlets and inlets
- ☐ Headwall repairs
- ☐ Clear stream channels
- ☐ Vegetation control: grass slashing, bush clearing, tree pruning
- ☐ De-silt drifts
- ☐ Maintenance and minor repairs to bridges.

Performance based routine maintenance services will be paid for as a fixed **lump sum per km per month, with payment reductions made for non-compliance**, if appropriate.

#### **26-50-004(b): Repairs and Maintenance Works**

Repairs and Maintenance works will be carried out by the Contractor when specifically instructed by the project manager. Activities include:

- ☐ Fill potholes and minor gullies in the gravel wearing course and shoulders
- ☐ Repair carriageway edges
- ☐ Reinststate road camber
- ☐ Road furniture maintenance and repair
- ☐ Repairs to culverts, replacing rings e.t.c

Repairs and maintenance works will be paid for as measured items in accordance with the unit rates in the Bill of Quantities.

#### **26-50-004(c) Emergency Works**

Emergency works, by definition, are unforeseen at the time of preparing the contract. Severe weather conditions such as unusually high rainfall can lead to flash floods which may cause wash-outs and other damage to the carriageway and other features of the road and its corridor. While specific items of work are not known at the start of the Contract it is prudent to include some general items which are indicative of the type of works that may be required. These have been included in the Bill of Quantities for Repairs, Maintenance and Emergency Works as they will probably be the same items, e.g. repairs and maintenance under an emergency situation. The quantities are nominal as they cannot be defined in advance.

In the event of an emergency the Contractor should draw to the attention of the project manager that certain works need to be carried out to repair the carriageway and other road features to restore the safe passage of traffic along the road and ensure the integrity

of the road and its corridor. The Contractor shall give the project manager an estimate of the extent of the required activities and an estimate of the costs based on the Bill of Quantities. The project manager will consider the information and instruct the Contractor to carry out such works as are necessary.

Emergency works will be paid for as measured items in accordance with the unit rates in the Bill of Quantities.

#### **26-50-005 Self-Control Unit of Contractor**

The Contractor is obliged to assign a technically qualified and trained person, or persons, to verify continuously the degree of compliance by the Contractor with the Service Levels.

The Self-control Unit is responsible for gathering the information needed by the Contractor to prepare the Monthly Statement. The unit should have a complete knowledge of the road condition, both on and off carriageway, at all times. The unit will also be responsible for carrying out, in close cooperation with the project manager, the formal and scheduled inspections of Service Levels which will take place regularly.

The compliance (or non-compliance) of the Contractor with the service level requirements will be reported by the Self-Control Unit to the Project manager in the form of Table 2.3, given below.

#### **26-50-006 Communications Equipment**

The Contractor is to provide and maintain in operation permanently a mobile phone for himself and his road manager on site, whereby the project manager may contact them at any time.

#### **26-50-007 Site Regulations, Health and Safety Measures and Work Procedures**

The Contractor shall prepare and submit to the project manager, for approval, his proposed site regulations, health and safety measures (including HIV/AIDS mitigation measures) and work procedures.

#### **26-50-008 Functions of Key Personnel**

The Contractor will provide as a minimum the following permanent key personnel:

- ☐ Project director – the owner, director or senior manager of the company to oversee all contractual and operational functions of the contract.
- ☐ Road manager – site agent to head the self-control unit and direct and oversee the day-to-day planning and site operations of the contract including staff and public safety issues, the free flow of traffic, liaising with the public and reporting to the project manager. He will also decide what works have to be carried out and supervise the labour force to ensure quality and adherence to the service levels,

as well as the duties described in 2.2.4.

The roles could be done by the same person, depending on the size of the firm.

#### **26-50-009 Method of Formal Inspections**

Formal inspections will be carried out jointly by the Project Manager and the Road Manager at the end of each month. The main purpose of the formal inspections is to enable the Project Manager to verify the information presented in the Contractor's Monthly Statement with the actual observed and measured conditions on the site. The Project Manager will prepare a brief Memorandum describing (i) the general circumstances of the site visit, including date, road sections visited, persons present, etc., (ii) any non-compliance which may have been detected, and (iii) the time granted by the Project Manager to the Contractor to remedy the detected defects. Based on the outcome of the formal inspection, the Project Manager will correct any possible errors or misrepresentations in the Contractor's statement, countersign it and present it to the Employer for payment, and to the Contractor for information.

Formal inspections will also be scheduled for the follow-up site visits, whose purpose is to verify if the Contractor has remedied the causes of earlier non-compliance, within the time frame granted by the Project Manager and specified in the Memorandum.

#### **26-50-010 Informal Inspections of Service Levels**

The Project Manager may carry out informal inspections of Service Levels as part of his general mandate given to him by the Employer. He may do so on his own initiative, at anytime and anywhere on the roads included in the contract. If he detects any road sections where the Service Level criteria are not met, he is obliged to inform the Contractor within 24 hours in writing, in order to enable the Contractor to take remedial action as soon as possible. The results of informal inspections may not be used by the Project Manager for purposes of correcting the Contractor's monthly statements or applying penalties, except for cases in which the traffic flow on the road has been completely interrupted.

#### **26-50-011 Monthly Statement**

The Monthly Statement to be submitted by the Contractor shall have the format shown in Table 26.10, which gives an example of how the statement is filled out. The compliance or non-compliance is reported in the table and is used to determine the degree of compliance and the payment reduction to be made in a particular month.

Table 26.1.1 Monthly Statement for			(Sample Only)						
Contract Road:	A to B to C						Contract No:	R2000/??	
Road Section:	From km:	5.00	To km:	25.00		Length of contract road:	20.00	km	
County/Region:	Murang'a					Region:	Central		
Contract Month:	2	, October 2010							
Service Level	Required Compliance	Actual Compliance				Non-compliance	Payment		
Criteria	Target	km	Compliance criteria		Total Length (km)	Length	% Reduction	Reduction	
					Compliant			km	
1. Road Safety	100%	20.00	Cleanliness of carriageway		18.00	2.00	20%	0.40	
2. Durability	75%	15.00	Drainage		13.00	2.00	30%	0.60	
	75%	15.00	Vegetation height		13.00	2.00	20%	0.40	
	75%	15.00	Vegetation clearance		13.00	2.00	10%	0.20	
	75%	15.00	Structures and river beds		13.00	2.00	20%	0.40	
							Total	2.00	
Length of road for payment this month		=	'Length of contract road' minus 'Payment reduction length'						
		=	20.00	-	2.00	=	18.00	km	
Less reductions for non-rectified previous non-compliance (Tab 2.8)		=	18.00	-	1.00	=	17.00		
Total payment due this month		=	'Rate per km per month' multiplied by 'Length of road for payment this month'						
		=	? Ksh/km	x	17.00	km			
		=	??	Ksh					

### i. Timetable for Compliance with Service Level Requirements

In order to respect the Contractor's initial mobilization period, compliance with the service levels will be introduced gradually as shown in Table 2.4.

<b>Table 26.1.2 Timetable for Compliance with Service Level Requirements</b>		
<b>Contract Month</b>	<b>Road Safety</b> Compliance required on % of contract road	<b>Durability</b> Compliance required on % of contract road
1	50	50
2	100	75
3	100	100
4 until end of Contract	100	100

### ii. Specification for Service Levels for Road Safety

The road user must be able to travel at a certain level of safety, unobstructed by objects, wash-out material and other debris on the gravel wearing course and shoulders. The criteria for determining the service levels for safety are given in Table 2.5. The enforcement of these criteria is expected to be an immediate priority of the contractor due to the critical importance of road safety, and 100% compliance is expected from Month 2, as shown in the Timetable in Table 2.4. Compliance will be determined by Visual Inspection.

<b>Table 26.1.3 Service Levels for Road Safety</b>		
<b>Item</b>	<b>Service Level</b>	<b>Time Allowed</b>
Cleanliness of the road gravel surfacing and shoulders	<p>The road must always be clean and free of soil, debris, trash and other objects, which must be removed within the time given if they pose:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> A high danger to traffic: such as rocks, fallen trees, dead animals, abandoned vehicles, fly tipping and other large obstacles etc:</li><li><input type="checkbox"/> A lesser (medium) danger to traffic: such as material washed on to the road after storms etc:</li></ul>	<p>6 hours</p> <p>4 days</p>

### iii. Specification for Service Levels for Road Durability

### a) Drainage

In general terms the contractor must ensure that all drainage elements and structures are without obstructions which may reduce their normal cross-section and impede the free flow of water.

The Service Level requirements for drainage systems and drainage structures are shown in Table 2.6.1. Compliance will be determined by Visual Inspection.

**Table 26.1.3.1 Service Levels for Drainage**

Item	Service Level	Time Allowed for Repairs and Tolerances Permitted
Side drains, ditches, mitre drains and unlined vertical drains	Must be clean and free of obstacles	Tolerance permitted: Siltation/Obstructions must less than 50mm in depth.  Siltation/Obstructions must be cleared within 7 days after detection.  Damages must be repaired within 3 weeks after detection.
Culverts and access drifts	Must be clean and free of obstacles and without structural damage. Must be firmly contained by surrounding soil or material.	As above
Scour checks and other erosion protection structures	Must be de-silted, structurally sound and firmly contained in surrounding soil or material.	As above

### b) Vegetation

This section specifies the Service Levels to be complied with in the case of vegetation growing within the right-of-way/ road reserve.

Vegetation is to be controlled to the heights, at the locations and with the restrictions as set out in Table 26.1.3.2 below. Compliance will be measured with a tape measure.

**Table 26.1.3.2 Vegetation Control Types**

Type	Height (mm)	Features applied to:
1. Vegetation Free Zone.	0	Carriageway, shoulders and structures.
2. Inner vegetation zone: from edge of shoulders to back of side drain/ditch or 2m away from edge of shoulder on straights and outside of curves, and 5m	25 (min) to 150 (max)	Road verges and large vegetated areas, including surface water channels with longitudinal gradients $\geq 3\%$ . Also vegetation control around: <input type="checkbox"/> Marker posts

on the inside of curves. Also control of vegetation around street furniture and other features.		<input type="checkbox"/> Signposts <input type="checkbox"/> Bridge and culvert markers <input type="checkbox"/> Guardrails <input type="checkbox"/> Bridge abutments <input type="checkbox"/> Cross culvert ends and headwalls <input type="checkbox"/> Inner side drains
3. Outer vegetation zone, excluding zone 2.	50 (min) to 300 (max)	Bush clearing and vegetation control around: <input type="checkbox"/> Marker posts <input type="checkbox"/> Access culvert ends and headwalls <input type="checkbox"/> Outer side drains <input type="checkbox"/> Channels with gradients $\leq 3\%$ .
4. Growth encroaching into Vegetation Free Zone from the side or top.	Must be removed if within 5m above the road surface.	Applies to vegetation control including trees, scrub or branches hanging over the zone.

### c) Structures

The Contractor is responsible for the routine maintenance of all bridges, retaining walls and similar structures along the contract road.

The Service Levels for bridges, retaining walls and similar structures are given in Table 26.1.3.3 below. Compliance will be determined by Visual Inspection.

**Table 26.1.3.3 Service Levels for Structures**

Item	Service Level	Time allowed for repairs or Tolerance permitted
<b>Steel or other metal structures</b>	Guardrails must be present and not deformed. All metal parts of overall structure shall be painted or otherwise protected and free of corrosion. Drainage system (e.g. weep holes) to be kept in good	Contractor must immediately notify Project Manager in case of any condition which threatens structural integrity of the structure. Damage and defects must be repaired within seven

**Table 26.1.3.3 Service Levels for Structures**

<b>Item</b>	<b>Service Level</b>	<b>Time allowed for repairs or Tolerance permitted</b>
	condition and fully functional.	(7) days.
<b>Concrete structures</b>	Guardrails must be present and painted. Beams and all other structural parts must be in good conditions and fully functional. Drainage system (e.g. weep holes) in good condition and fully functional.	Contractor must immediately notify Project Manager in case of any condition which threatens structural integrity of the structure. Damage and defects must be repaired within seven (7) days.
<b>Expansion joints</b>	Clean and in good condition	Damages and defects must be repaired within seven (7) days.
<b>Retention walls</b>	Contractor must control presence and adequate condition of retention walls and their drainage.	Damage and defects must be repaired within seven (7) days.
<b>Riverbeds</b>	Contractor must ensure free flow of water under bridge and up to 50 metres upstream and downstream. Contractor must maintain design clearance under bridge. The Contractor shall take all reasonable measures to control erosion around bridge abutments and piers.	Causes for non-compliance must be eliminated within fourteen (14) days after water has sufficiently receded to allow minimum working conditions.

**26-50-012 Procedures for Inspection**

The visual inspection will be undertaken as part of the Formal and Informal inspections. The criteria for Service Levels will be checked at sections selected by the Project Manager based on visual appearance. The Project Manager shall be the sole judge of compliance. If a specified criterion is not met, the one-kilometre section in which the deficit occurs will be judged non-compliant.

**26-50-013 Payment Reductions and Liquidated Damages**

In accordance with the relevant clauses of the Conditions of Contract, Payment Reductions are applied in case of non-compliance with Service Level requirements, while Liquidated Damages are applied in the case of non-compliance with required Repair, Maintenance and Emergency Works.

The results of each formal inspection of the Service Levels and other performance criteria will be recorded by the Project Manager in the form of a Memorandum. The Memorandum will state the type and location of any non-compliance detected, in particular those non-compliances already shown in the standard tables provided by the Contractor as part of the monthly statement. For each individual case of non-compliance, the Project Manager will determine a date by which the Contractor must have completed the necessary measures in order to remedy the cause of the non-compliance. A follow-up site visit is therefore necessary at the date fixed by the Project Manager, or soon thereafter, in order to verify that the Contractor has indeed remedied the cause of non-compliance.

If at the date indicated in the Memorandum, the Contractor has not remedied the cause for non-compliance, independent of the reason given for their failure to do so, the Contractor is subject to Payment Reductions in accordance with the relevant clauses of the Conditions of Contract.



Payment Reductions are variable over time. If the Contractor fails to remedy a cause of non-compliance for which a payment reduction has already been applied, the amount of the payment reduction increases month by month for that particular cause of non-compliance, without a ceiling being applied, until compliance is established. The calculation of the initial (first month) amounts of payment reductions, and the formula for their adjustment over time, is to be based on the following rules given in Table 2.8.

TABLE 26.13			
CRITERIA	CONDITIONS FOR APPLICATION OF PAYMENT REDUCTIONS	UNIT RATES FOR NON COMPLIANCE	REFERENCE TO TECHNICAL SPECIFICATIONS (PARAGRAPHS)
Road Safety	<i>Cleanliness of road: observed anywhere in a one km section does not comply with the service levels</i>	20% of the monthly lump sum for one km applied to each one-km section which does not comply	2.5
Drainage	<i>Cleanliness and condition of drainage structures (lateral ditches):</i> For a one-km section, to be determined for subsections of 50 m each. If unacceptable obstructions exist in more than one subsection, the one-km section does not comply	30% of the monthly lump sum for one km, applied to each one-km section which does not comply	2.6.1
Vegetation	<i>Vegetation height (maximum):</i> The maximum height measured anywhere in a one-km section is above the threshold value	20% of the monthly lump sum for one km, applied to each one-km section which does not comply.	2.6.2
	<i>Vegetation (clearance above road):</i> The vertical clearance between the road surface and the lowest point of tree or other plant is less than the threshold value	10% of the monthly lump sum for one km, applied to each one-km section which does not comply.	2.6.2
Structures and River Beds	<i>Steel, concrete, expansion joints, retention walls, river beds:</i> For a one km of section, to be determined for each structure. If non-compliant on more than one structure, the one km does not comply	20% of the monthly lump sum for one km, applied to each one-km section which does not comply	2.6.3

Note: (i) The Unit Rates of payment reductions ("PR<sub>u</sub>) shown in the above table are applicable during the first 30 days of non-compliance.

(ii) If the non-compliance has not been remedied within thirty days, liquidated damages for periods beyond 30 days are calculated based on the following formula:

$$PR = 2^n PR_u \quad \text{considering:}$$

$$J = \text{number of days of non-compliance, and} \quad n = \frac{J - 1}{30} \text{ rounded up to full number (without decimals)}$$

## **26-50-014 Determination of Liquidated Damages**

For **Repair Works**, the liquidated damages are **0.05% of the contract price bill item for repair works, for the particular item delayed**, per calendar day of delay, of the payment normally due for the specific Works for which completion is delayed, up to a limit of 10% of the contract price for the Repair Works.

## **PART B – GENERAL AND SPECIAL SPECIFICATIONS**

These are separate documents which the contractor must familiarise himself/ herself with. The General

Specification for Road works is the Standard Specification for Road and Bridge Construction, Ministry of Transport and Communications, 1986.

The Special Specification is the Roads 2000 Specification, KeRRA/ Ministry of Roads, November 2009.

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## **SECTION VII - BILLS OF QUANTITIES**

## PREAMBLE TO BILL OF QUANTITIES

1. The Bills of Quantities forms part of the Contract Documents and are to be read in conjunction with the Instructions to Bidders, Conditions of Contract Parts I and II, Specifications and Drawings
2. The brief description of the items in the Bills of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.
3. The Quantities set forth in the Bills of Quantities are estimated, representing substantially the work to be carried out, and are given to provide a common basis for bidding and comparing of Bids. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
4. Payments for emergency and/or instructed works will be paid as and when they occur using submitted rates and/or day works and shall require prior approval of the Employer.
5. The prices and rates inserted in the Bills of Quantities will be used for valuing the work executed, and the Engineer will only measure the whole of the works executed in accordance with this Contract.
6. A price or rate shall be entered in ink against every item in the Bills of Quantities with the exception of items that already have Provisional sums affixed thereto. The bidders are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply will be disqualified.
7. Provisional sums (including Day-works) in the Bills of Quantities shall be expended in whole or in part at the discretion of the Engineer.
8. The price and rates entered in the Bills of Quantities shall, except in-so-far as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance testing, materials, erection, maintenance of works, overheads and profits, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the contract by the Engineer and his staff.
9. Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess or the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Engineer.
10. Unbalanced tenders and/or unrealistic rates shall lead to the tenderer being subjected to enhanced Performance Security requirements pursuant to Instruction to Tenderers section 41.2.
11. The contractor is envisioned to use mainly local labour in the implementation of works; hence accommodation is not required from the contractor for his local personnel. However, the contractor is expected to include transportation cost within his unit rate to enable localized movement to area of works.
12. The **improvement plan** is an attached appendix of the Bill of Quantities.

Bill of Quantities					Page:
					1
Bill 1	Preliminaries and General Costs Items	MATERI KAMARANDI KAMANYAKI BATCH 1			
Item	Description	Unit	Quantity	Unit rate	Amount
No.				Ksh.	KSh.
01-50-026	Allow a prime cost sum of Ksh. 250,000 for Engineer's miscellaneous account	PC Sum	250,000		
	Include % of Prime cost sum in item 1.09 for contractor's overhead and profit	%			
01-60-002	Clearance on Completion	Lump sum	100,000		
01-60-003	Insurance and Securities	Lump sum	200,000		
01-60-004	Quality Control Tests and Survey	PC. Sum	750,000		
	Include % of Prime cost sum in item 1.09 for contractor's overhead and profit	%			
01-60-005	Provide and erect Publicity Signboards	No.	2		
01-60-006	Drinking Water	Month	8		
01 -60-007	Provide sanitation facilities on site	Month	8		
01-80-142	Allow a PC Sum of Ksh. 2,000,000 for a CSR Project as instructed by the Engineer	PC. Sum			
01-80-142a	E.O for Item 01-80-142 for Contractors Overheads And Profit	%			
01-80-143	Allow a PC Sum of Ksh. 200,000 for provision and maintenance of trees throughout the contract period, and at designated locations off the project road, as instructed by the Engineer	PC. Sum	1		
01-80-143a	E.O for Item 01-80-143 for Contractors Overheads And Profit	%			
	Bill 1: Total Carried forward to Summary:				



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Bill of Quantities					Page:
					3
Bill 4	Site Clearance	MATERI KAMARANDI KAMANYAKI BATCH 1			
Item	Description	Unit	Quantity	Unit rate	Amount
				Ksh.	KSh.
04-50-002	Grass Cutting Manual	m <sup>2</sup>			
04-50-003	Bush Clearing (Heavy)	m <sup>2</sup>	4,960		
04-50-004	Bush Clearing (Light)	m <sup>2</sup>	49,600		
04-50-005	Pruning Tree Branches	Prov. Sum	30,000		
04-50-006	Trees Removal (200-450mm girth)	No.	-		
04-50-007	Trees Removal (>450mm girth)	No.	-		
04-50-011	Stumps Removal (500- 1500mm girth)	No.	20		
04-50-012	Stumps Removal (>1500mm girth)	No.	10		
04-50-008	Rock/Boulder Removal	Prov. Sum	30,000		
04-50-009	Stripping and Grubbing	m <sup>2</sup>	52,080		
04-50-011	Excavate, removal and dispose of concrete structures	Prov. Sum	200,000		
	Bill 4: Total Carried forward to Summary:				



Bill of Quantities					Page:
					4
<b>Bill 5</b>	<b>Earthworks</b>	<b>MATERI KAMARANDI KAMANYAKI BATCH 1</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit rate</b>	<b>Amount</b>
<b>No.</b>				<b>Ksh.</b>	<b>KSh.</b>
05-50-001	Re - Establishment of the Vertical alignment	m	6,000		
05-05-002	Side drains Excavation (Soft material)	m <sup>3</sup>	-		
05-05-003	Side drains Excavation (Hard material)	m <sup>3</sup>	-		
05-50-004	Excavation to Level / side borrow and Compaction	m <sup>3</sup>	-		
05-50-005	Spreading, Camber formation and Compaction	m <sup>3</sup>	-		
05-50-008(a)	Cut to spoil in Soft	m <sup>3</sup>	13,027		
05-50-008(b)	Cut to spoil in Hard	m <sup>3</sup>	1,703		
05-50-010(a)	Cut to fill and compact in soft material to a density of 100% MDD AASTHO T99 in soft material	m <sup>3</sup>	570		
05-50-010(b)	Cut to fill and compact in hard material to a density of 100% MDD AASTHO T99 in soft material	m <sup>3</sup>	107		
05-50-016	Fill in soft material including benching of shoulder and embankment compact to 100% MDD AASTHO T99 in soft material in layers not exceeding 150mm.	m <sup>3</sup>	200		
05-50-019	Provide and place rock fill	m <sup>3</sup>	50		
05-50-016	Scarify, water mix and compact existing ground to min. 95% MDD AASHTO T180 to a depth not exceeding 150mm	m <sup>3</sup>	6,300		
	Bill 5: Total Carried forward to Summary:				

[illegible]

Bill of Quantities					Page:
<b>Bill 8</b>	<b>Culverts and Drainage works</b>	<b>Project: KERRA ASAL AREA 2 MATERI KAMARANDI ROAD</b>			
Item	Description	Unit	Quantity	Unit rate	Amount
No.				Ksh.	KSh.
08-50-002	Ditch Cleaning - manual	m			
08-50-005	Ditch/Mitre drains/Catchwater Drains excavation	m <sup>3</sup>			
	Culverts Cleaning - partially blocked				
08-60-002	450mm dia	m			
08-60-003	600mm dia	m			
08-60-004	900mm dia	m	56		
08-60-005	1200mm dia	m			
	Culvert cleaning - fully blocked				
08-60-007	450mm dia	m			
08-60-008	600mm dia	m			
08-60-009	900mm dia	m	0		
08-60-010	1200mm dia	m			
	Demolish existing, Supply and Install concrete pipe culverts				
08-60-023	450mm surround (type IV)	m			
08-60-025	600mm surround (type IV)	m	32		
08-60-027	900mm surround (type IV)	m	63		
	900mm Twin surround (type C-12B)	m			
	900mm Tripple surround (type C-12B)	m			
08-60-029	1200mm surround (type C-12B)	m			
	Minor Drainage Structures				
08-60-017	Headwall Repair - masonry	No.			
08-60-018	Headwall Repair - concrete	No.			
<b>Sub Total 1 C/F</b>					

Bill of Quantities					Page:
<b>Bill 8</b>	<b>Road Drainage and Structure works</b>	<b>Project: KERRA ASAL AREA 2 MATERI KAMARANDI ROAD</b>			
Item	Description	Unit	Quantity	Unit rate	Amount
No.				Ksh.	KSh.
				B/F	
	<b>Minor Drainage Structures - Masonry</b>				
08-60-019	Headwall Type 1	m <sup>3</sup>			
08-60-019	Headwall Type 2	m <sup>3</sup>			
08-60-019	Headwall Type 3a	m <sup>3</sup>			
08-60-019	Headwall Type 3b	m <sup>3</sup>			
08-60-019	Headwall Type 4	m <sup>3</sup>			
	<b>Minor Drainage Structures - Concrete</b>				
08-60-020	Headwall Type 1	m <sup>3</sup>	8		
08-60-020	Headwall Type 2	m <sup>3</sup>			
08-60-020	Headwall Type (C-12B Twin 900mm)	m <sup>3</sup>			
08-60-020	Headwall Type (C-12B Tripple 900mm)	m <sup>3</sup>			
08-60-021	Headwall Type (C-12B 1200mm)	m <sup>3</sup>			
08-60-020	Headwall Type 4	m <sup>3</sup>	3		
08-70-001	Stone Pitching	m <sup>2</sup>			
08-70-002	Stone Pitching Repair	m <sup>2</sup>			
08-70-004	Supply and Install Gabion boxes 2x1x1m	No.	56		
08-70-005	Rockfill to Gabion boxes	m <sup>3</sup>	112		
08-70-006	Scourcheck Repair - concrete	No.			
08-70-007	Scourchecks Repair - (masonry)	No.			
08-70-008	Scourcheck Repair - wooden	No.			
08-70-009	Scourchecks (masonry)	No.	50		
08-70-011	Scourchecks (concrete)	No.			
08-70-015	Stone & post checkdams	No.	0		
08-80-001	Drifts - dressed masonry stone	m <sup>2</sup>			
08-80-002	Drifts - Concrete	m <sup>3</sup>			
	<b>Bill 8: Total Carried forward to Summary:</b>				

Bill of Quantities					Page:
					8
Bill 9	Setting Out	MATERI KAMARANDI KAMANYAKI BATCH 1			
Item	Description	Unit	Quantity	Unit rate	Amount
No.				Ksh.	KSh.
09-50-004	Traffic Control	Month	8		
					-
	Bill 9: Total Carried forward to Summary:				

<b>Bill of Quantities</b>					Page:
					9
<b>Bill 10</b>	<b>Grading and Gravelling Works</b>	<b>MATERI KAMARANDI KAMANYAKI BATCH 1</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit rate</b>	<b>Amount</b>
<b>No.</b>				<b>Ksh.</b>	<b>KSh.</b>
					-
	<i><b>NOTE:</b> No separate payment shall be made for the haulage of material and the cost of such haulage shall be included in the rates and/or prices</i>				
	Provide gravel wearing course-including excavation, Overhaul, spread and compact gravel		-		
10-60-001	ByLabour/Equipment	m <sup>3</sup>	11,340.00		
	<b>Removal of Overburden</b>				
10-50-001	Carriageway Grading - Heavy	m <sup>2</sup>	18,000.00		
10-50-003	Carriageway Grading - Light	m <sup>2</sup>	12,000.00		
	Bill 10: Total Carried forward to Summary:				

Bill of Quantities					Page:
					15
<b>Bill 20</b>	<b>Road Furniture</b>	<b>MATERI KAMARANDI KAMANYAKI BATCH 1</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit rate</b>	<b>Amount</b>
<b>No.</b>				<b>Ksh.</b>	<b>KSh.</b>
20-50-005	Erection of Traffic Signs	No.	11		
20-50-004	Provide and install concrete Road Reserve Marker Posts of 150mm by 150mm 1200mm,900 above 300 below at 200m intervals	No.	14		
20-50-001	Provide and erect edge marker posts as directed by the Engineer	No.	28		
	Bill 20: Total Carried forward to Summary:				

Bill of Quantities					Page:
					16
<b>Bill 22</b>	<b>Dayworks ( Provisional) Schedule of Rates</b>	<b>MATERI KAMARANDI KAMANYAKI BATCH 1</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit rate</b>	<b>Amount</b>
<b>No.</b>				<b>Ksh.</b>	<b>KSh.</b>
	<b>Plant and Equipment</b>				-
22-63-008	D4 - Dozer	Hr	2		
22-63-009	D6 - Dozer	Hr	3		
22-63-011	D8 - Dozer	Hr	4		
22-63-017	Wheel loader CAT 955 or Equivalent	Hr	5		
22-63-014	Motor Grader CAT 120 or Equivalent	Hr	5		
22-63-020	Grader -Tractor towed	Hr	2		
22-64-008	Dead weight Roller (6-8 tones) -Tractor towed	Hr	5		
22-62-016	Water Bowser Self propelled 5000lt	Hr	8		
22-62-020	Water Bowser - Tractor towed 5000lt	Hr	5		
22-61-001	3.0 ton Truck - Flat bed	Hr	5		
22-61-007	5.0 ton Truck - Tipper	Hr	5		
22-61-008	7.0 ton Truck - Tipper	Hr	5		
22-63-006	Tractor + Trailer (3m <sup>3</sup> )	Hr	2		
22-60-010	1 ton Pickup Van	Hr	5		
22-65-001	Concrete mixer - 200-300lts	Hr	3		
22-67-006	Concrete Poker Vibrator	Hr	5		
22-67-012	Power saw	Hr	2		
	<b>Labour</b>				
22-50-002	Unskilled Labour - male	day	28		
22-50-002	Unskilled Labour - Female	day	28		
22-50-005	Mason Grade II	day	2		
22-50-006	Carpenter Grade III	day	2		
22-50-007	Overseer	day	2		
22-50-008	Inspector	day	2		
22-50-014	Driver Asisitant (Turn boy)	day	2		
22-50-015	Store keeper	day	2		
22-50-016	Foreman	day	2		
	Assistant Engineer	day	2		
	<b>Materials</b>				
22-70-001	Aggregates Fine	m <sup>3</sup>	5		
22-70-003	Aggregates Coarse	m <sup>3</sup>	5		
22-71-004	Mild steel less than 16mm dia.	Tonnes	0.25		
22-70-005	Cement	bags	50		
22-71-012	High Yield steel less than 16mm dia.	Tonnes	0.25		
22-70-012	Timber 4x2	m	50		
22-70-012	Timber 6x2	m	50		
22-70-012	Timber 6x1	m	50		
22-77-013	Rockfil	m3	20		
	Allow Provisional Sum				
	Bill 22: Total Carried forward to Summary:				



Bill of Quantities					Page:
					17
Bill 25	HIV/AIDS Awareness and Prevention	MATERI KAMARANDI KAMANYAKI BATCH 1			
Item	Description	Unit	Quantity	Unit rate	Amount
No.				Ksh.	KSh.
25-50-001(a)	HIV/AIDS Awareness Campaign	Month	8		
25-50-001(b)	HIV/AIDS Prevention Campaign	PC Sum	400000		
25-50-001C	Include % of Prime cost sum in item 25-50-001(b) for contractor's overhead and profit	%			
25-50-002	Provision of Environmental and Social Mitgation Measures	LS	300,000		
25-50-003	Health and safety measures Measures on Site	LS m	200,000		
	Bill 25: Total Carried forward to Summary:				900,000

Bill of Quantities		Summary
	Summary	<b>MATERI KAMARANDI KAMANYAKI BATCH 1</b>
Bill No.	Description	Amount ( Ksh.)
1	Preliminaries and General Costs Items	
3	Setting Out	
4	Site Clearance	
5	Earthworks	
7	Excavation and filling for structures	
8	Culverts and Drainage works	
9	Setting Out	
10	Grading and Gravelling Works	
12	Natural Material- Base and Subbase	
20	Road Furniture	
22	Dayworks ( Provisional) Schedule of Rates	
25	HIV/AIDS Awareness and Prevention	
	<b>Sub Total (1 a)</b>	
	Add provisional sum of 10 % of the Sub Total (1a) for contingencies to be expended only with the express approval of the Engineer (1 b)	
	SUB TOTAL 1c (1a+1b)	
	Add 16% VAT SUBTOTAL 1c (1d)	
A	<b>Total Improvement Works (1C+D)</b>	

Bill of Quantities - INSTRUCTED ROUTINE MAINTENANCE WORKS							
Instructed Works				MATERI KAMARANDI KAMANYAKI BATCH 1			
Item No.	Activities			Unit	Quantity	Rate Ksh.	Amount Ksh.
01	Performance Based Routine Maintenance (PBRM)			Km/Mo	36		
Total Performance Based Routine Maintenance for 6Km Section (A) = (PBRM X 6Km)							
PART B. INSTRUCTED MAINTENANCE WORKS							
The Quantities below are indicative of the work that may 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.							
Bill 1	Preliminaries						
01 - 60 -005	Provide and Erect publicity sign boards			No.	2		
Bill 8:	Road Drainage and Structures						
08-001	Excavation of foundation for drainage structures			m <sup>3</sup>	15.0		
08-002d	Bedding and Haunching Type IV						
i.	450mm dia			m			
ii.	600mm dia			m	32.0		
iii.	900mm dia			m			
08-60-019	Provide material and construct minor drainage structures - Masonry						
a	Headwall Type 1			m <sup>3</sup>			
b	Headwall Type 2			m <sup>3</sup>			
c	Headwall Type 3a			m <sup>3</sup>			
d	Headwall Type 3b			m <sup>3</sup>			
e	Headwall Type 4			m <sup>3</sup>	12		
08-70-009	Scour checks masonry			No.	30		
08-80-001	Drifts - Dressed masonry stones			m <sup>2</sup>	60		
Bill 10:	Grading and Gravelling works						
10-50-006 a	Light Carriageway reshaping manual	Repair of potholes, ruts, gullies with gravel		m <sup>3</sup>	648		
Bill 22	Dayworks / Emergencies			LS	100,000.00		
Bill 25	HIV / AIDS awareness and prevention campaign			LS	150,000.00		
TOTAL INSTRUCTED WORKS							

<b>SUMMARY</b>		
<b>Project: MATERI KAMARANDI KAMANYAKI BATCH 1</b>		
<b>2) PERFORMANCE BASED ROUTINE MAINTENANCE WORKS</b>		
	(2a) Maintenance Services to prescribed service levels	
	(2b) Instructed Works	
	Sub Total [2c=2a + 2b]	
	Add provisional sum of 10 % of the Sub Total (2c) for contingencies to be expended only with the express approval of the Engineer (2d)	
	(2e)SUBTOTAL <b>2c+2d</b> )	
	Add 16% VAT (2f)	
<b>B</b>	<b>Total -Maintenance Works(2e+2f)</b>	

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## **PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS**

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## **SECTION IV - CONDITIONS OF CONTRACT**

### **PART I - GENERAL CONDITIONS AS PRESCIBED BY THE PUBLIC PROCUREMENT AND REGULATION AUTHORITY (PPRA)**

## SECTION VIII - GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

### General Conditions of Contract

#### A. General

##### 1. Definitions

1.1 Bold face type is used to identify defined terms.

- a) **The Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- e) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- f) **The Completion Date** is the date of completion of the Works as certified by the Engineer, in accordance with GCC Sub-Clause 53.1.
- g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.
- i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.
- j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- k) **Days** are calendar days; months are calendar months.
- l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- m) **A Defect** is any part of the Works not completed in accordance with the Contract.
- n) **The Defects Liability Certificate** is the certificate issued by Engineer upon correction of defects by the Contractor.
- o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Engineer for the execution of the Contract.
- q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC**, who is also the Procuring Entity.
- r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

- s) **“In writing” or “written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
- u) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time or an acceleration order.
- v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- x) **The Engineer** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.
- y) **SCC** means Special Conditions of Contract.
- z) **The Site** is the area of the works as **defined as such in the SCC**.
- aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.
- cc) **The Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- dd) **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.
- ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) **A Variation** is an instruction given by the Engineer which varies the Works.
- gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

## 2 Interpretation

- 21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer shall provide instructions clarifying queries about these GCC.
- 22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 23 The documents forming the Contract shall be interpreted in the following order of priority:
  - a) Agreement,
  - b) Letter of Acceptance,
  - c) Contractor's Bid,
  - d) Special Conditions of Contract,
  - e) General Conditions of Contract, including Appendices,
  - f) Specifications,
  - g) Drawings,
  - h) Bill of Quantities<sup>6</sup>, and
  - i) any other document **listed in the SCC** as forming part of the Contract.

<sup>6</sup>*In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”*



### 3. Language and Law

- 3.1 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when
- a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
  - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

### 4. Engineer's Decisions

- 4.1 Except where otherwise specifically stated, the Engineer shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

### 5. Delegation

- 5.1 Otherwise **specified in the SCC**, the Engineer may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

### 6. Communications

- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

### 7. Subcontracting

- 7.1 The Contractor may subcontract with the approval of the Engineer, but may not assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.

### 8. Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

### 9. Personnel and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Engineer. The Engineer shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3 If the Procuring Entity, Engineer or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

### 10. Procuring Entity's and Contractor's Risks

- 10.1 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## 11. Procuring Entity's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:

- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
  - i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
  - ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to

- aa) a Defect which existed on the Completion Date,
- bb) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
- cc) the activities of the Contractor on the Site after the Completion Date.

## 12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

## 13. Insurance

13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

- a) loss of or damage to the Works, Plant, and Materials;
- b) loss of or damage to Equipment;
- c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

13.5 Both parties shall comply with any conditions of the insurance policies.

## 14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

## 15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

## **16. The Works to Be Completed by the Intended Completion Date**

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

## **17. Approval by the Engineer**

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before this use.

## **18. Safety**

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

## **19. Discoveries**

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

## **20. Possession of the Site**

20.1 The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC**, the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

## **21. Access to the Site**

21.1 The Contractor shall allow the Engineer and any person authorized by the Engineer 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.

## **22. Instructions, Inspections and Audits**

22.1 The Contractor shall carry out all instructions of the Engineer which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

## **23. Appointment of the Adjudicator**

23.1 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

## **24. Settlement of Claims and Disputes**

### **24.1 Contractor's Claims**

24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.

24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Procuring Entity's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- a) this fully detailed claim shall be considered as interim;
- b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and
- c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

24.1.7 Within the above defined period of 42 days, the Engineer shall proceed in accordance with Sub-Clause

24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

24.1.10 If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

## **24.2 Amicable Settlement**

24.2.1 Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

## **24.3 Matters that may be referred to arbitration**

24.3.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

- a) The appointment of a replacement Engineer upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Engineer is empowered by these Conditions.
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

## **24.4 Arbitration**

- 24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.
- 24.4.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 24.4.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Engineer shall not be altered by reason of any arbitration being conducted during the progress of the Works.
- 24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of

this remuneration.

#### **245 Arbitration with National Contractors**

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred 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, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Architectural Association of Kenya
- ii) Institute of Quantity Surveyors of Kenya
- iii) Association of Consulting Engineers of Kenya
- iv) Chartered Institute of Arbitrators (Kenya Branch)
- v) Institution of Engineers of Kenya

24.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

#### **246 Alternative Arbitration Proceedings**

24.6.1 Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

#### **247 Failure to Comply with Arbitrator's Decision**

24.7.1 The award of such Arbitrator shall be final and binding upon the parties.

24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

#### **248 Contract operations to continue**

24.8.1 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

### **25. Fraud and Corruption**

25.1 The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## **B. Time Control**

### **26. Program**

26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Engineer for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been



submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Engineer.

264The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.

## **27. Extension of the Intended Completion Date**

27.1The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

27.2The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## **28. Acceleration**

28.1When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Engineer shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

28.2If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

## **29. Delays Ordered by the Engineer**

29.1The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

## **30. Management Meetings**

30.1Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

## **31. Early Warning**

31.1The Contractor shall warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

# **C. Quality Control**

## **32. Identifying Defects**

32.1The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

### 33. Tests

33.1 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

### 34. Correction of Defects

34.1 The Engineer 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 SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

### 35. Uncorrected Defects

35.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

## D. Cost Control

### 36. Contract Price<sup>7</sup>

36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

### 37. Changes in the Contract Price<sup>8</sup>

37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Engineer shall adjust the rate to allow for the change. The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.

37.2 If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

### 38. Variations

38.1 All Variations shall be included in updated Programs<sup>9</sup> produced by the Contractor.

38.2 The Contractor shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

38.3 If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on the Engineer's own forecast of the effects of the Variation on the Contractor's costs.

38.4 If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a

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Compensation Event.

<sup>7</sup>In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Engineer. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

<sup>8</sup>In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:

The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

<sup>9</sup>In lump sum contracts, add "and Activity Schedules" after "Programs." <sup>10</sup>In lump sum contracts, delete this paragraph.



385The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning

386If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing 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

387Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) the proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) a description of any effect(s) of the change on performance/functionality.

388The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerate the contract completion period; or
- b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improve the quality, efficiency, safety or sustainability of the Facilities; or
- d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.

389If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

### 39. Cash Flow Forecasts

39.1When the Program<sup>11</sup>, is updated, the Contractor shall provide the Engineer with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

### 40. Payment Certificates

40.1The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3The value of work executed shall be determined by the Engineer.

40.4The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed<sup>12</sup>.

40.5The value of work executed shall include the valuation of Variations and Compensation Events.

40.6The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40.7Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price – tender price)/tender price X 100*.

## **41. Payments**

- 41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Engineer within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

## **42. Compensation Events**

42.1 The following shall be Compensation Events:

- d) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- f) The Engineer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- g) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- h) The Engineer unreasonably does not approve a subcontract to be let.
- i) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- j) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.
- k) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- l) The advance payment is delayed.
- m) The effects on the Contractor of any of the Procuring Entity's Risks.
- n) The Engineer unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Engineer, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on the Engineer's own forecast. The Engineer shall assume that the Contractor shall react competently and promptly to the event.

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<sup>11</sup>In lump sum contracts, add "or Activity Schedule" after "Program."

<sup>12</sup>In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

42.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Engineer.

#### **43. Tax**

43.1 The Engineer shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

#### **44. Currency of Payment**

44.1 All payments under the contract shall be made in Kenya Shillings

#### **45. Price Adjustment**

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$$P = A + B \frac{I_m}{I_o}$$

where:

P is the adjustment factor for the portion of the

Contract Price payable.

A and B are coefficients<sup>13</sup> **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and  $I_m$  is the index prevailing at the end of the month being invoiced and  $I_o$  is the index prevailing 30 days before Bid opening for inputs payable.

45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

#### **46. Retention**

46.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.

46.2 Upon the issue of a Certificate of Completion of the Works by the Engineer, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

#### **47. Liquidated Damages**

47.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

#### **48. Bonus**

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Engineer shall certify that the Works are complete, although they may not be due to be complete.

#### **49. Advance Payment**

49.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

#### **50. Securities**

50.1 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

#### **51. Dayworks**

51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Engineer has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Engineer. Each completed form shall be verified and signed by the Engineer within two days of the work being done.

51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

#### **52. Cost of Repairs**

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### **E. Finishing the Contract**

#### **53. Completion**

53.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works, and the Engineer shall do so upon deciding that the whole of the Works is completed.

#### **54. Taking Over**

54.1 The Procuring Entity shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion.

#### **55. Final Account**

55.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 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 Engineer shall decide on the amount payable to the Contractor and issue a payment certificate.

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<sup>13</sup> The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other non-adjustable components. The sum of the adjustments for each currency are added to the Contract Price.

## **56. Operating and Maintenance Manuals**

56.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Engineer's approval, the Engineer shall withhold the amount **stated in the SCC** from payments due to the Contractor.

## **57. Termination**

57.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
- b) the Engineer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) a payment certified by the Engineer is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Engineer's certificate;
- e) the Engineer 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 determined by the Engineer;
- f) the Contractor does not maintain a Security, which is required;
- g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57.5 When either party to the Contract gives notice of a breach of Contract to the Engineer for a cause other than those listed under GCC Sub-Clause 56.2 above, the Engineer shall decide whether the breach is fundamental or not.

## **58. Payment upon Termination**

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

58.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Engineer shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

## **59. Property**

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

## **60. Release from Performance**

60. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

## SECTION IX - SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>A. General</b>	
<b>GCC 1.1 (q)</b>	<p><b>The Procuring Entity is:</b></p> <p>Kenya Rural Roads Authority P.O. Box 48151 - 00100 NAIROBI</p> <p><b>The authorized person is:</b></p> <p>Director (Planning, Design and Environment ) Kenya Rural Roads Authority P.O. Box 48151 - 00100 NAIROBI</p>
<b>GCC 1.1 (u)</b>	<p>The Intended Completion Date for the whole of the Works shall be</p> <p>8 Months ( Improvement Works) + 6 months Defects Liability Period</p> <p>36 Months of Performance Based and Instructed Routine maintenance</p>
<b>GCC 1.1 (x)</b>	<p>The Engineer is</p> <p><b>The Engineer is:</b></p> <p>Regional Director, KeRRA - Tharaka Nithi Region P. O. Box 345 - 60400 <b><u>CHUKA</u></b></p> <p><b>The Engineer's Representative is:</b></p> <p>The Design and Supervision Consultant, Runji Consulting Group Ltd P.O Box 68053,00100, <i>NAIROBI.</i></p>
<b>GCC 1.1 (z)</b>	The Site is located at <b>THARAKA NITHI COUNTY</b> and is defined in drawings No. <i>[insert numbers]</i>
<b>GCC 1.1 (cc)</b>	The Start Date shall be <i>As Prescribed in The Commencement Letter.</i>
<b>GCC 1.1 (gg)</b>	The Works consist of <i>As Prescribed Under Section Six (6).</i>
<b>GCC 2.2</b>	Sectional Completions are: <i>[N/A]</i>
<b>GCC 2.3</b>	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <p>– The Contract Agreement</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> <li>– The Letter of Acceptance</li> <li>– The Form of Tender</li> <li>– The Conditions of Contract, Part II - Conditions of Particular Application</li> <li>– The Conditions of Contract, Part I - General Conditions of Contract</li> </ul> <p>The Specifications</p>
<b>GCC 5.1</b>	<p>The Engineer may delegate any of his duties and responsibilities.</p> <p><b>4.1.1 Engineer's Duties and Authority</b></p> <ul style="list-style-type: none"> <li>i) Give site possession to the Contractor.</li> <li>ii) Give approval of the Contractor's programme of works and Site Agent.</li> <li>iii) Issue site instructions to the Contractor and additional or modified drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract and in writing.</li> <li>iv) Supervise the execution of the works and in particular ensuring the dimensions and quality of works conforms to the specifications.</li> <li>v) Review the contractor's progress regularly and give notices whenever the contractor is performing poorly or is behind the approved programme of works.</li> <li>vi) Organise measurement of the works jointly with the contractor.</li> <li>vii) Receive contractor's monthly payment certificates, evaluate and approve them.</li> <li>viii) Organise monthly progress review meetings with corresponding minutes.</li> <li>ix) Organise taking-over meetings with corresponding minutes.</li> <li>x) Any other duty attributable to the Engineer as specified in or necessarily to be implied from the Contract.</li> <li>xi) The Engineer may delegate some of his duties and authority to the Engineer's representative and will inform the contractor accordingly in writing.</li> <li>xii) The Engineer shall obtain specific approval of the Employer before taking any of the following actions: <ul style="list-style-type: none"> <li>(a) Consenting to the sub-contracting of any part of the Works under General Conditions of Contract clause 7</li> <li>(b) Issuing a variation or certifying additional cost determined under Clause 1(g) and (ff) except in an emergency situation as reasonably determined by the Engineer.</li> <li>(C) Determining an extension of time under Clause 27.2</li> </ul> </li> </ul>
<b>GCC 8.1</b>	Schedule of other contractors: <i>[N/A]</i>
<b>GCC 9.1</b>	<p><b>Key Personnel</b></p> <p>GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Engineer. The Engineer shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>[insert the name/s of each Key Personnel agreed by the Procuring Entity prior to</p>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Contract signature.]
<b>GCC 13.1</b>	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: <i>[contract sum +15%]</i>.</p> <p>(b) For loss or damage to Equipment: <i>[Value of Equipment on Site]</i>.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>[provide third party insurance cover Not less than 1,000,000]</i></p> <p>(d) for personal injury or death <i>As per Workers compensation (WIBA- workers injurybenefits policy) work injury benefits act 2007 laws of Kenya</i></p>
<b>GCC 14.1</b>	Site Data are: <i>[N/A]</i>
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: <i>[on order to commence/ Start date ]</i>
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator: <i>[[Chairman Chartered Institute of Arbitrators, CIARB Kenya Branch.]]</i> .
	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <b>(as determined by the CIARB).</b>
<b>GCC 24.4</b>	SCC. Add; The Arbitration Rules as published by the Chartered Institute of Arbitrators (Kenya Branch) will apply
<b>GCC 24.3</b>	Delete items 24.3 (a)
<b>GCC 24.5</b>	Application for appointment of an Arbitrator shall be to the Association of Consulting Engineers of Kenya (ACEK) or the Institution of Engineers of Kenya (IEK). The Arbitrator so appointed must be a licensed and registered Civil Engineer and a member of the Chartered Institute of Arbitrators (Kenya Branch)
<b>GCC 25.3</b>	AFD requires compliance with its policy in regard to corrupt and fraudulent practices, social and environmental responsibility as set forth in form 9 of the contract
<b>B. Time Control</b>	
<b>GCC 26.1</b>	The Contractor shall submit for approval a Program for the Works within <i>14 days after issuance of the order to commence.</i>
<b>GCC 26.2</b>	Form of programme will be a <i>Resource Based Gantt Chart.</i>
<b>GCC 26.3</b>	Interval updates will be <i>as requested by the Engineer</i>
	The period between Program updates is <i>[14 days after instructions from the Engineer]</i> .
	The amount to be withheld for late submission of an updated Program is <i>[N/A]</i> .
<b>C. Quality Control</b>	
<b>GCC 34.1</b>	The Defects Liability Period is: <b>SIX [6]</b> months.
<b>GCC 34.2</b>	Period of notifying defects will be: <b>30</b> days calculated from the date stated in the notice .
<b>D. Cost Control</b>	
<b>GCC 38.9</b>	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be <u>N/A</u> % of the reduction in the Contract Price.
<b>GCC 40.0</b>	Minimum Amount of Interim Payment Certificate submitted will be: <b>Ksh. 2,500,000</b>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>GCC 41.1</b>	Amend the second sentence “within 30days” to within 60days Delete the last sentence starting “ Interest shall be calculated from the date... payments are made” and replace with “Interest on late payments shall be calculated based on simple interest at a rate equal to two percentage points above the average bank lending rate obtained from the Central Bank of Kenya”
<b>GCC 44.1</b>	The currency of the Procuring Entity’s Country is: <i>[Kenya shillings]</i> .
<b>GCC 45.1</b>	The Contract / “ <b><i>IS NOT</i></b> ” subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients “ <b><i>does not</i></b> ” apply.  The coefficients for adjustment of prices are:  (a) <i>[insert percentage]</i> percent nonadjustable element (coefficient A).  (b) <i>[insert percentage]</i> percent adjustable element (coefficient B).  (c) The Index I for shall be <i>[insert index]</i> .
<b>GCC 46.1</b>	The proportion of payments retained is: <i>[10% of the interim certificate up to a maximum of 5% of the contract sum]</i>
<b>GCC 47.1</b>	The liquidated damages for the whole of the Works are <i>[0.05%]</i> per day of the contract price. The maximum amount of liquidated damages for the whole of the Works is <i>[5%]</i> of the final Contract Price.
<b>GCC 48.1</b>	The Bonus for the whole of the Works is <i>[N/A]</i> per day. The maximum amount of Bonus for the whole of the Works is <i>[N/A]</i> of the final Contract Price. <i>N/A</i>
<b>GCC 49.1</b>	The Advance Payments shall be: <i>[10% of the Contract Amount]</i> and shall be paid to the Contractor no later than <i>[N/A]</i> .
<b>Gcc 49.3</b>	Add; The amount to be deducted from each instalment will be calculated using the following formula;  $R = \frac{V_a \times D}{V_t}$ Where: R = the amount to be repaid V <sub>a</sub> = the total amount of Advance Payment V <sub>t</sub> = the contract price D = the amount of instalment The result to be rounded to a whole number
<b>GCC 50.1</b>	The Performance Security amount is <i>required</i> .  (a) Performance Security – <b>Bank Guarantee:</b> in the amount(s) of <i>[5%]</i> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
<b>E. Finishing the Contract</b>	
<b>GCC 56.1</b>	The date by which operating and maintenance manuals are required is <i>[N/A]</i> .  The date by which “as built” drawings are required is <i>[in N/A]</i> .
<b>GCC 56.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>[N/A]</i> .

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 57.2 (g)	The maximum number of days is: <i>[100 days ]</i> .
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is <i>[N/A]</i> .

## SECTION X: CONTRACT FORMS

### **FORM No 1: NOTIFICATION OF INTENTION TO AWARD**

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

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#### **FORMAT**

1. For the attention of Tenderer's Authorized Representative

- i) Name: *[insert Authorized Representative's name]*
- ii) Address: *[insert Authorized Representative's Address]*
- iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: *[insert Authorized Representative's email address]*

*[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]*

2. Date of transmission: *[email]* on *[date]* (local time)

This Notification is sent by (Name and designation) \_\_\_\_\_

3. Notification of Intention to Award

- i) Procuring Entity: *[insert the name of the Procuring Entity]*
- ii) Project: *[insert name of project]*
- iii) Contract title: *[insert the name of the contract]*
- iv) Country: *[insert country where ITT is issued]*
- v) ITT No: *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

i) Name of successful Tender \_\_\_\_\_

ii) Address of the successful Tender \_\_\_\_\_

iii) Contract price of the successful Tender Kenya Shillings \_\_\_\_\_ (in words)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

#### 5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
  - i) Attention: *[insert full name of person, if applicable]*
  - ii) Title/position: *[insert title/position]*
  - ii) Agency: *[insert name of Procuring Entity]*
  - iii) Email address: *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

#### 6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
  - i) Attention: *[insert full name of person, if applicable]*
  - ii) Title/position: *[insert title/position]*
  - iii) Agency: *[insert name of Procuring Entity]*
  - iv) Email address: *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [info@ppra.go.ke](mailto:info@ppra.go.ke) or [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke).

You should read these documents before preparing and submitting your complaint.

e) There are four essential requirements:

- i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_ **Telephone:** \_\_\_\_ **Email:** \_\_\_\_\_

**FORM NO. 2 - REQUEST FOR REVIEW**

**FORM FOR REVIEW (r.203(1))**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

**BETWEEN**

**..... APPLICANT**

**AND**

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

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

**REQUEST FOR REVIEW**

I/We....., the above named Applicant(s), of address: Physical address.....P. O. Box 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.

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

- 1.
- 2.

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**

### **FORM NO 3: LETTER OF AWARD**

*[letterhead paper of the Procuring Entity] [date]*

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by ..... (*name of Procuring Entity*).

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....



## FORM NO 4: CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Procuring Entity”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

WHEREAS the Procuring Entity desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) the Letter of Acceptance
  - b) the Letter of Tender
  - c) the addenda Nos \_\_\_\_\_ (if any)
  - d) the Special Conditions of Contract
  - e) the General Conditions of Contract;
  - f) the Specifications
  - g) the Drawings; and
  - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by \_\_\_\_\_ (for the Procuring Entity)

Signed and sealed by \_\_\_\_\_ (for the Contractor).

## **FORM NO. 5 - PERFORMANCE SECURITY**

### **[Option 1 - Unconditional Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Procuring Entity]* **Date:** \_\_\_\_\_

\_\_\_\_\_ *[Insert date of issue]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with (name of Procuring Entity) \_\_\_\_\_ (the Procuring Entity as the Beneficiary), for the execution of \_\_\_\_\_ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words ),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the .... Day of ....., 2.....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

*[Name of Authorized Official, signature(s) and seals/stamps].*

**Note:** *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

<sup>1</sup>The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup>Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

**FORM NO. 6 - ADVANCE PAYMENT SECURITY**

**[Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:** \_\_\_\_\_ *[Insert name and Address of Procuring Entity]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[Insert guarantee reference number]* **Guarantor:**

\_\_\_\_\_ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that \_\_\_\_\_ (hereinafter called “the Contractor”) has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ (in words) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words \_\_\_\_\_)<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
  - a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
  - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the \_\_\_\_ day of \_\_\_\_\_, 2<sup>2</sup>, whichever is earlier. Consequently, demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

*[Name of Authorized Official, signature(s) and seals/stamps]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

<sup>1</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

<sup>2</sup>Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

## FORM NO. 7 - RETENTION MONEY SECURITY

### [Demand Bank Guarantee]

[Guarantor letterhead]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Procuring Entity]

**Date:** \_\_\_\_\_ [Insert date of issue]

**Advance payment guarantee no.** [Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that \_\_\_\_\_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ [insert reference number of the contract] dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ [insert name of contract and brief description of Works] (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of [insert the second half of the Retention Money] is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] \_\_\_\_\_ ([insert amount in words \_\_\_\_\_])<sup>1</sup> upon receipt by us of obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number at \_\_\_\_\_ [insert name and address of Applicant's bank].
5. This guarantee shall expire no later than the ..... Day of ....., 2.....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

<sup>1</sup>The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

<sup>2</sup>Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

## **FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM**

**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

### ***INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM***

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction*

Tender Reference No.: \_\_\_\_\_ [insert  
identification no] Name of the Tender Title/Description: \_\_\_\_\_ [insert  
name of the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated \_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: \_\_\_\_ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

### **Details of beneficial ownership**

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Full Name	Directly-----	Directly.....	1. Having the	1. Exercises

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	National identity card number or Passport number		----- % of shares	.....% of voting rights	right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	significant influence or control over the Company body of the Company (tenderer)  Yes -----No----
	Personal Identification Number (where applicable)		Indirectly----- % of shares	Indirectly----- % of voting rights	2. Is this right held directly or indirectly?:  Direct..... ...	2. Is this influence or control exercised directly or indirectly?  Direct.....  Indirect.....
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
2.	Full Name		Directly----- % of shares	Directly..... % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No----
	National identity card number or Passport number		Indirectly----- % of shares	Indirectly----- % of voting rights	2. Is this right held directly or indirectly?:  Direct..... ...	2. Is this influence or control exercised directly or indirectly?  Direct.....  Indirect.....
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
3.					
e.t.					
c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\* [insert complete name of person duly authorized to sign the Tender]*

*Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]*

*Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]*

*Date this ..... [insert date of signing] day of..... [Insert month], [insert year]*

Bidder Official Stamp



**FORM NO. 9 - STATEMENT OF INTEGRITY, ELIGIBILITY AND ENVIRONMENTAL AND SOCIAL RESPONSIBILITY**

Tender No.: \_\_\_\_\_

Tender Name.: \_\_\_\_\_

To: The Director General- Kenya Rural Roads Authority (KeRRA) (The "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
  - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  - 2.2 Having been:
    - a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of the Contract);
    - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of the Contract);
    - c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
  - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

- 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
  - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of the Contract);
  - 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
  - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
  - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
  - 3.5 In the case of procurement of goods, works or plants:
    - c) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of the Contract;
    - d) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for the Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

- 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
  - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
  - 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
  - 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
  - 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
  - 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>5</sup>: \_\_\_\_\_

---

<sup>5</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

## **AFD Policy – Corrupt and Fraudulent Practices – Environmental and Social Responsibility**

### **1. Corrupt and Fraudulent Practices**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to AFD to remedy the situation, including by failing to inform AFD at the time they knew of such practices.

AFD defines, for the purposes of this provision, the terms set forth below as follows:

- a) Corruption of a Public Officer means:
  - The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person<sup>6</sup> or entity, for such Public Officer to act or refrain from acting in his official capacity; or
  - The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- b) A Public Officer shall be construed as meaning:
  - Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;
  - Any other natural Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;

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<sup>6</sup> Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- c) Corruption of a Private Person<sup>7</sup> means:
  - The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;
  - The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- e) Anti-competitive practices mean:
  - Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
  - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
  - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

## **2. Environmental and Social Responsibility**

In order to promote sustainable development, AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Suppliers, contractors, subcontractors, consultants or subconsultants for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

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<sup>7</sup> Means any natural Person other than a Public Officer.

## **FORM NO. 10 - STATEMENT ON ENVIRONMENT AND SOCIAL MANAGEMENT PLAN**

### **Introduction:**

All operations financed by AFD are required to comply with the national regulations of the country where the operation is implemented, including environmental and social issues. Relevant Kenyan Policies, laws, regulations for environmental management in roads projects, the AFD Environmental and Social Risk Management Policy, and the World Bank Environmental and Social Standards that influence various aspects of road infrastructure projects shall be applied to this Project.

### **Contractor's Responsibilities**

The Contractor will be responsible for implementing the Project. They will be contractually required to undertake their activities in an environmentally responsible manner.

The role of the Contractor shall be to:

- ensure that the environmental specifications of this document (including any revisions, additions or amendments) are effectively implemented. This includes the on-site implementation of steps to mitigate environmental impacts;
- Preserve the natural environment by limiting any destructive actions on site;
- Ensure that suitable records are kept and that the appropriate documentation is available to the PM;
- Take into consideration the legal rights of the individual Landowners, Communities and KeRRA's staff;
- Ensure quality in all work done, technical and environmental;
- Underwrite the Project Proponent's Environmental Policy at all times; and
- Ensure that all sub-contractors and other workers appointed by the Contractor are complying with and implementing the ESMP &MP during the duration of their specific contracts.

The responsibilities of the Contractor will be to:

- Discuss implementation of and compliance with this document with staff at routine site meetings;
- Designate, appoint and/or assign tasks to personnel who will be responsible for managing all or parts of the ESMP & MP.
- Monitor environmental performance and conformance with the specifications contained in this document during site inspections;
- Report progress towards implementation of and non-conformances with this document at site meetings with the PM;
- Advise the PM of any incidents or emergencies on site, together with a record of action taken;
- Report and record all accidents and incidents resulting in injury or death; and
- Resolve problems and claims arising from damage immediately to ensure a smooth flow of operations.

### **Specification for Environmental and Social Safeguards Management Plan**

The Contractor shall ensure that all pertinent permits, certificates and licenses have been obtained prior to any activities commencing on site and are strictly enforced / adhered to. They shall also maintain a record of permits, licenses and authorizations required for the contract as a whole and for pertinent project activities, amongst other workplace records, throughout the Project's implementation.

<b>Item</b>	<b>Mitigation measure</b>
<b>Noise mitigation</b>	<ul style="list-style-type: none"><li>• The Contractor shall keep noise level within acceptable limits as per Environmental Management and Co-ordination (Noise and Excessive Vibration. Pollution) (Control) Regulations, 2009, and</li></ul>

	<p>construction activities shall, where possible, be confined to normal working hours in the settlement centres</p> <ul style="list-style-type: none"> <li>• Sensitive noise receptors, shall be notified by the Contractor at least 5 days before road construction commences.</li> <li>• Construction workers to be provided with appropriate PPE, i.e., ear muffs when undertaking activities that expose them to high noise levels</li> <li>• Project vehicles should be maintained regularly to reduce noise resulting from friction</li> <li>• Prohibit unnecessary hooting by project vehicles</li> </ul>
<b>Air Quality</b>	<ul style="list-style-type: none"> <li>• Do not carry out dust generating activities (excavation, handling and transport of soils) during windy season;</li> <li>• Water shall be sprayed on the road and at the main centres, to settle dust.</li> <li>• Project vehicles delivering soil materials shall be covered to reduce spills and windblown dust;</li> <li>• Project vehicle speeds shall be limited to minimize the generation of dust on site and on diversion and Access</li> <li>• Dust masks shall be provided construction workers at high dust areas</li> </ul>
<b>Vegetation Loss</b>	<ul style="list-style-type: none"> <li>• Follow the excavation plan; avoid removal of native vegetation;</li> <li>• Excavation works with minimal vegetation. This will be done in agreement with the local community</li> </ul>
<b>Impacts on soils</b>	<ul style="list-style-type: none"> <li>• Provide grass cover and other suitable slope stabilization measures on embankment slopes and on stockpile of spoils;</li> <li>• Removal of natural vegetation shall be avoided;</li> <li>• Appropriate native vegetation that retards erosion shall be planted on disturbed areas and other potentially erodible places, to replace those that maybe removed.</li> <li>• As much as possible, construction activities in sloping areas are shall be undertaken during the dry season only and shall follow the excavation plan as designed.</li> </ul>
<b>Impacts on water resources</b>	<ul style="list-style-type: none"> <li>• Develop water use plan in consultation with local municipal authority and community, to minimize water use conflicts with local residents and wildlife;</li> <li>• Proper handling, storage and disposal of oil, fuel, and oil wastes;</li> <li>• Solid waste should not be dumped in or near any water bodies (rivers, streams, etc);</li> <li>• Untreated effluent should not be discharge should be made to existing surface water River), or land</li> <li>• Water courses, mainly and the seasonal streams (laggas) shall be kept free of excavation spoil and construction debris, floating and submerged;</li> <li>• Earth spoils material and all types of wastes shall be disposed at approved sites</li> </ul>



<b>Wastes</b>	<ul style="list-style-type: none"> <li>• Prepare and implement a Waste Management Plan prior to commencement of Works</li> <li>• Properly labelled and strategically placed waste disposal containers shall be provided at all places of work</li> <li>• Litter bins should have secured lids to prevent animals and birds from scavenging</li> <li>• Recycling of construction material shall be practiced where feasible e.g., containers and oil barrels</li> <li>• Spoils and all types of wastes shall be disposed at approved sites,</li> </ul>
<b>Land resources</b>	<ul style="list-style-type: none"> <li>• ESIA study to be conducted before opening up new material sources (borrow pits);</li> <li>• Restoration of borrow pit sites to original condition to extent possible as per the borrow pit decommissioning plan developed during ESIA</li> <li>• Restoration of vegetation in the rehabilitated sites</li> </ul>
<b>Workers' health and Safety</b>	<ul style="list-style-type: none"> <li>• The contractor should provide the workers with appropriate PPE according to nature of work, and at all times while on site</li> <li>• The contractor should ensure there are warning signs on the construction site and on the road to protect from accidents</li> <li>• The contractor shall provide standard first aid kits at the site</li> <li>• A safety officer who has safety training and knowledge of safety procedures should be present on site to ensure that all workers have guidance on the safety procedures</li> <li>• The contractor should have an insurance cover for all workers</li> <li>• All workers should be trained on the emergency response procedures</li> </ul>
<b>Community Health and Safety</b>	<ul style="list-style-type: none"> <li>• The Contractor shall keep noise level within acceptable limits as per the Environmental Management and Co-ordination (Noise and Excessive Vibration. Pollution) (Control) Regulations, 2009</li> <li>• Create awareness and sensitize employees and local community on HIV and AIDS</li> <li>• Have HIV and AIDS Information and Educational posters within the work sites</li> <li>• Incorporate HIV/AIDS control programs including distribution of protective contraceptives at strategic points such as within sanitation facilities</li> </ul>
<b>Wildlife</b>	<ul style="list-style-type: none"> <li>• Educate workers regarding the occurrence of important wildlife of conservation value in the area and the importance of their protection, including the appropriate regulatory requirements</li> <li>• Instruct employees, contractors, and site visitors to avoid harassment and disturbance of wildlife. Prohibit feeding of wildlife.</li> <li>• Develop a code of conduct for the workers to ensure none of them get engaged in hunting or harming game in any way</li> <li>• Appropriate waste management by covering all solid waste especially those from the camps and those considered hazardous waste</li> <li>• Fence off the campsites to keep wildlife out</li> <li>• Clear wildlife crossing to be provided at the start at end of the road to alert local community and</li> </ul>

	<p>Project workers on presence of wildlife crossing sites in the area.</p> <ul style="list-style-type: none"> <li>• Install appropriate speed calming measures near wildlife crossing sites e.g animal crossing and speed limit signange</li> </ul>
<b>Community Disruption</b>	<ul style="list-style-type: none"> <li>• Implement project grievance redress system to help resolve matters related to labour and social relations</li> <li>• Ensure fair treatment, non-discrimination, and equal opportunity of all workers</li> <li>• Develop and implement children Protection Strategy, to ensure that no child under the legal age of 18 years in employed in the Project</li> </ul>
<b>Road safety</b>	<ul style="list-style-type: none"> <li>• Initiate road safety awareness within the project area targeting schools, places of worship and chief's meetings</li> <li>• Install appropriate reflectorized road safety signs along the entire stretch of the road</li> <li>• Livestock crossing signs should be placed close to water pans / water points located along the road to allow easy movement of livestock to water points and reduce accidents</li> <li>• Post speed limit sign preferably 40km/hr on either side at the point the road approaches the wildlife crossings</li> </ul>

### **Method of Formal Inspections**

The Engineer and the contractor will carry out formal inspections jointly at the end of each month. The main purpose of the formal inspections is to enable the Engineer to verify the information presented in the Contractor's Monthly inspection statement with the actual observed and measured conditions on the site.

The Engineer will prepare a brief Memorandum describing the following:

- i. The general circumstances of the site visit, including date, road sections visited, persons present, etc.;
- ii. Any non-compliance which may have been detected;
- iii. The time granted by the Engineer to the Contractor to remedy the detected defects.

Based on the outcome of the formal inspection, the Engineer will correct any possible errors or misrepresentations in the Contractor's statement, countersign it and keep a copy as measurement of work sheet for payment, and to the Contractor for information.

Formal inspections will also be scheduled for the follow-up site visits, whose purpose is to verify if the Contractor has remedied the causes of earlier non-compliance, within the period granted by the Engineer and specified in the Memorandum.

### **Informal Inspections of mitigation compliance**

The Engineer may carry out informal inspections as part of his general mandate given to him by the Employer. He may do so on his own initiative, at anytime and anywhere on the roads included in the contract. If he detects any road sections where mitigations criteria are not met, he is obliged to inform the Contractor within 24 hours in writing, in order to enable the Contractor to take remedial action as soon as possible.

### **Monthly Inspection Statement**

The Monthly Statement to be submitted by the Contractor, which gives an example of how the statement is filled out. The statement jointly cross checked by the Engineer and the contractor for compliance as a measurement sheet.

### **Procedures for Inspection**

The visual inspection will be undertaken as part of the Formal and Informal inspections. The criteria for mitigation will be checked at sections selected by the Engineer based on visual appearance. The Engineer shall be the sole judge of compliance. If a specified criterion is not met, the one-kilometre section in which the deficit occurs will be judged non-compliant.

We, confirm that we have read and understood the full content and scope of the Environmental and Social Safeguards Management Plan, and are bound to its implementation.

Signed and sealed by the Contractor: M/s \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
(Signature) Date \_\_\_\_\_

\_\_\_\_\_  
(Name of the Director)

## APPENDIX

# ENVIRONMENTAL AND SOCIAL MANAGEMENT AND MONITORING

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### Introduction

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This chapter presents an environmental and social management plan (ESMP), which was prepared to show how site-specific concerns and mitigation measures will be addressed through the design, construction and operation phase of the Project. The Plan was developed with project knowledge and information available to date. Some of the Project's final details, such as proposed locations of construction camps, actual locations of borrow areas to be used by the Contractor, disposal areas for construction debris among other issues, are unknown at the present time. As project commencement and scheduling plans are developed and changed, components of the ESMP might require amending. This is therefore a working document, which can be updated whenever new information is received or site conditions change.

The main objectives of the ESMP are:

- To bring the project into compliance with applicable national environmental and social legal requirements;
- To outline the mitigating/enhancing, monitoring, consultative and institutional measures required to prevent, minimize, mitigate or compensate for adverse environmental and social impacts, or to enhance the project beneficial impacts;
- To address capacity building requirements within the relevant Ministries, where necessary

### Environmental and Social Management Plan

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The set of instructions provided in this Chapter and summarized in TABLE 11-1 constitute the ESMP. It includes the impacts, mitigation measures, responsible parties and the estimated costs. The Contractor shall ensure that all pertinent permits, certificates and licenses have been obtained prior to any activities commencing on site and are strictly enforced / adhered to. They shall also maintain a record of permits, licenses and authorizations required for the contract as a whole and for pertinent project activities, amongst other workplace records, throughout the Project's implementation.

Table **Error! No text of specified style in document.**-1 : Environmental and Social Management Plan

NO	Environmental / Social Issue	Anticipated impact	Mitigation measure	Indicative Cost	Responsibility for Intervention and Monitoring
<b>Project Construction Phase</b>					
1.	Water Resources	Pressure on existing water resources;	Develop water use plan in consultation with local municipal authority and community, to minimize water use conflicts with local residents and wildlife;	Approximately 40,000 for development of the water use plan	Contractor
		Pollution of surface water resources;  Improper spoils disposal could cause deterioration of water quality and flow obstruction of water courses	Proper handling, storage and disposal of oil, fuel, and oil wastes;  Solid waste should not be dumped in or near any water bodies (Tana River, River Mutonga and the seasonal water courses, etc);  Untreated effluent should not be discharge should be made to nearby water courses or land;  The Tana River , Mutonga River and all seasonal water courses (laggas) shall be kept free of excavation spoil and construction debris, floating and submerged;	Best Engineering Practice	Contractor

NO	Environmental / Social Issue	Anticipated impact	Mitigation measure	Indicative Cost	Responsibility for Intervention and Monitoring
			Spoils and all types of wastes shall be disposed at approved sites,		
2.	Vegetation	Removal of vegetation cover	Follow the excavation plan; avoid removal of native vegetation;  Excavation works with minimal vegetation. This will be done in agreement with the local community	No additional cost anticipated	Contractor
3.	Soil resources	Soil erosion	Provide grass cover and other suitable slope stabilization measures on embankment slopes and on stockpile of spoils;  Removal of natural vegetation shall be avoided;  Appropriate native vegetation that retards erosion shall be planted on disturbed areas and other potentially erodible places, to replace those that maybe removed.  As much as possible, construction activities in sloping areas are shall be	Approximately 200,000 for replanting native vegetation in disturbed sites	Contractor

NO	Environmental / Social Issue	Anticipated impact	Mitigation measure	Indicative Cost	Responsibility for Intervention and Monitoring
			undertaken during the dry season only and shall follow the excavation plan as designed.		
4.	Air Quality	Dust Generation	Dust generating activities (excavation, handling and transport of soils) shall not be carried out during windy season;	No additional cost anticipated	Contractor
			Water shall be sprayed on the road and at Kithaga, Matiri, kamarandi and Kamanyaki areas, to reduce dust generated by vehicle movements or wind.	660,000 for dust suppression	Contractor
			Project vehicles delivering soil materials shall be covered to reduce spills and windblown dust;	No additional cost anticipated	Contractor
			Project vehicle speeds shall be limited to minimize the generation of dust on site and on diversion and access	No additional cost anticipated	
			Dust masks shall be provided construction workers at high dust areas	Cost covered under ITEM NO. 8 - Workers 'Health and Safety	Contractor

NO	Environmental / Social Issue	Anticipated impact	Mitigation measure	Indicative Cost	Responsibility for Intervention and Monitoring
5.	Noise	Disturbance to sensitive receptors	The Contractor shall keep noise level within acceptable limits as per Environmental Management and Co-ordination (Noise and Excessive Vibration. Pollution) (Control) Regulations, 2009, and construction activities shall, where possible, be confined to normal working hours in the settlement centres	No additional cost anticipated	Contractor
			Sensitive receptors, mainly learning institutions, human settlements and market centres shall be notified by the Contractor at least 5 days before road construction commences.	No additional cost anticipated	Contractor
			Construction workers to be provided with appropriate PPE, i.e., ear muffs when undertaking activities that expose them to high noise levels	Cost covered under ITEM NO. 8 - Workers 'Health and Safety	Contractor
			Project vehicles should be maintained regularly to reduce noise resulting from	Best Engineering Practices	Contractor



NO	Environmental / Social Issue	Anticipated impact	Mitigation measure	Indicative Cost	Responsibility for Intervention and Monitoring
			friction		
			Prohibit unnecessary hooting by project vehicles	No additional cost anticipated	Contractor
6.	Waste	Health hazards Visual intrusion Potential for contamination of soils and watercourses as a result of improper waste disposal	Prepare and implement a Waste Management Plan prior to commencement of works	Best Engineering Practices	Contractor
			Properly labelled and strategically placed waste disposal containers shall be provided at all places of work	Approx. 200,000	Contractor
			Litter bins should have secured lids to prevent animals and birds from scavenging	No additional cost anticipated	Contractor
			Recycling of construction material shall be practiced where feasible e.g., containers and oil barrels	No additional cost anticipated	Contractor
			Spoils and all types of wastes shall be disposed at approved sites,	Best Engineering Practice	Contractor
7.	Land resources	Disfigured landscape due	ESIA study to be conducted	Approximately	Contractor

NO	Environmental / Social Issue	Anticipated impact	Mitigation measure	Indicative Cost	Responsibility for Intervention and Monitoring
		to abandonment of borrow pits unrehabilitated upon exhaustion of excavation	<p>before opening up new material sources (borrow pits);</p> <p>Restoration of borrow pit sites to original condition to extent possible as per the borrow pit decommissioning plan developed during ESIA</p> <p>Restoration of vegetation in the rehabilitated sites</p>	1,000,000 for ESIA study, and rehabilitation of borrow pit sites	
8.	Workers' health and Safety	Increased risk injuries, accidents and fatalities	The contractor should provide the workers with appropriate PPE according to nature of work, and at all times while on site	Approx. 500,000 for provision of PPE	Contractor
			The contractor should ensure there are warning signs on the construction site and on the road to protect from accidents	Best Engineering Practice	Contractor
			The contractor shall provide standard first aid kits at the site	Approx. 40,000	Contractor
			A safety officer who has safety training and	No additional cost anticipated	Contractor

NO	Environmental / Social Issue	Anticipated impact	Mitigation measure	Indicative Cost	Responsibility for Intervention and Monitoring
			knowledge of safety procedures should be present on site to ensure that all workers have guidance on the safety procedures		
			The contractor should have an insurance cover for all workers	No additional cost anticipated	Contractor
			The contractor should prepare and implement the Project 's Occupational Safety and Health Management Plan as per the guidelines under <u>SECTION 11.3.4</u>  All workers should be trained on the emergency response procedures	Approximately 20,000 for preparation of OSH Plan	Contractor
9.	Community Health and Safety	Health hazards	The Contractor shall keep noise level within acceptable limits as per the Environmental Management and Co-ordination (Noise and Excessive Vibration. Pollution) (Control) Regulations, 2009	No additional cost anticipated	Contractor

NO	Environmental / Social Issue	Anticipated impact	Mitigation measure	Indicative Cost	Responsibility for Intervention and Monitoring
			Create awareness and sensitize employees and local community on HIV and AIDS	Costs included in BoQ	Contractor
			Have HIV and AIDS Information and Educational posters within the work sites	Costs included in BoQ	Contractor
			Incorporate HIV/AIDS control programs including distribution of protective contraceptives at strategic points such as within sanitation facilities	Costs included in BoQ	Contractor
10.	Wildlife	Wildlife mortality	Educate workers regarding the occurrence of important wildlife of conservation value in the area and the importance of their protection, including the appropriate regulatory requirements	Approximately 100,000 for awareness creation / sensitization on wildlife protection	Contractor
			Instruct employees, contractors, and site visitors to avoid harassment and disturbance of wildlife.	No additional cost anticipated	Contractor

NO	Environmental / Social Issue	Anticipated impact	Mitigation measure	Indicative Cost	Responsibility for Intervention and Monitoring
			Prohibit feeding of wildlife.		
			Develop a code of conduct for the workers to ensure none of them get engaged in hunting or harming game in any way	No additional cost anticipated	Contractor
			Appropriate waste management by covering all solid waste especially those from the camps and those considered hazardous waste	No additional cost anticipated	Contractor
			Fence off the campsites to keep wildlife out	Best Engineering Practices	Contractor
			Clear wildlife crossing to be provided at the strategic locations e.g road section near Tana River, Grand Falls etc.	Approx. 130,000	Contractor
			Install appropriate speed calming measures near wildlife crossing sites e.g animal crossing and speed limit signange	Costs with BoQ	Contractor
11.	Community Disruption	Modification of community environment /	Implement project grievance redress system to	No additional cost anticipated	Contractor

NO	Environmental / Social Issue	Anticipated impact	Mitigation measure	Indicative Cost	Responsibility for Intervention and Monitoring
		lifestyle, travel patterns and social and economic activities;  Social decadence i.e., labour influx may increase occurrence of sexual offences, teenage pregnancies, child labour, violence against children and against women	help resolve matters related to labour and social relations		
			Ensure fair treatment, non-discrimination, and equal opportunity of all workers	No additional cost anticipated	Contractor
			Develop and implement children Protection Strategy, to ensure that no child under the legal age of 18 years in employed in the Project	No additional cost anticipated	Contractor
12.	Disruption of existing utilities	Disruption of water supply pipes along the road e.g Matri - Mutonga Water Project pipeline, amongst others.	Liaise with local community and service providers to identify and plan for relocation of water pipes that may be affected by the road construction;  Notify the local community on potential disruption	Approx. 500,000 for relocation of water pipes, where necessary	Contractor
<b>TOTAL COST OF IMPLEMENTING ESMP DURING CONSTRUCTION</b>				<b>3,390,000</b>	<b>Contractor</b>
<b>PROJECT OPERATION AND MAINTENANCE PHASE</b>					
1.	Road safety	Increased road safety risks	Initiate road safety	Kenya Road safety	Kenya Road Safety

NO	Environmental / Social Issue	Anticipated impact	Mitigation measure	Indicative Cost	Responsibility for Intervention and Monitoring
			awareness within the project area targeting schools, places of worship and chief's meetings	Authority to include in usual budget	Authority and KeRRA
			Install appropriate reflectorized road safety signs along the entire stretch of the road	Included in road design	KeRRA
			Livestock crossing signs should be placed close to water pans / water points located along the road to allow easy movement of livestock to water points and reduce accidents	Included in road design	KeRRA
			Post speed limit sign preferably 40km/hr on either side at the point the road approaches the wildlife crossings	Included in road design	KeRRA

<b>NO</b>	<b>Environmental / Social Issue</b>	<b>Anticipated impact</b>	<b>Mitigation measure</b>	<b>Indicative Cost</b>	<b>Responsibility for Intervention and Monitoring</b>
<b>2.</b>	Wildlife	Wildlife Mortality	<p>Post speed limit sign preferably 40km/hr on either side at the point the road approaches the wildlife crossings</p> <p>Install speed calming measures such as speed bumps and flashing lights to alert motorists on presence of bumps</p>	Included in road design	KeRRA
<b>3.</b>	Waste	Solid waste	<p>Liaison the County Government of Tharaka Nithi to arrange for removal and disposal of the roadside solid wastes to approved dumping areas</p>	Covered in operational costs	KeRRA



## Specific Management Plans

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This section presents the specific management plans foreseen for construction and operations, based on the outcomes of the impact assessment.

### Waste Management Plan

The waste management plan (WMP) will be developed to manage solid and liquid wastes and to avoid any discharges into the soil or water for both the construction and operations phases. It will establish procedures for the storage, collection and disposal of waste, including liquid and solid waste, as well as hazardous and non-hazardous waste.

The WMP will provide for the following:

- Compliance with the Environmental Management and Coordination (Waste Management) Regulations of 2006;
- Compliance with the National Solid Waste Management Strategy, 2015;
- Compliance with Sustainable Waste Management Act, 2022;
- Compliance with the National Environment Policy, 2014;
- Outline of waste characteristics and sufficient capacity for managing different waste streams and waste quantities; and

The Plan will be developed following KeRRA's Policies, and will consider the World Bank ESS 3: Resource Efficiency and Pollution Prevention and Management. Furthermore, it will contribute to ensuring that the capacity and the nature of waste collection and treatment systems are in line with the wastes to be managed.

The overall objective is to minimise impact of waste generated during the construction and operational phases through the following:

- minimise the amount of waste that is generated;
- maximise the amount of waste that is recovered for recycling – including segregation of recyclable wastes at source;
- minimise the amount of waste that is deposited at landfill;
- ensure any hazardous wastes (e.g., used oils) are securely stored and transferred to appropriate facilities;
- avoid dust impacts from handling of construction wastes;
- ensure all wastes are properly contained, labelled and disposed of in accordance with local regulations; and
- ensure waste is disposed of in accordance with the waste management hierarchy. In particular, solid waste should be disposed of at the Isiolo County solid waste disposal site.

### Emergency Response Plan

The Emergency Response Plan (ERP) will assemble and describe in one document the site-specific actions and procedures to be taken in emergency situations occurring during construction and operational phases. The objective of the ERP is to be prepared to respond to process upset, accidental, and emergency situations in a manner appropriate to the operational risks and to prevent their potential negative consequences. The ERP will clearly make a distinction between all the project phases, since the actions to be undertaken will be different during the construction, operations and decommissioning phases.

The content of the ERP can be summarized as follows:

- Kenyan legal provisions on civil emergencies;
- Identification of the potential hazards (i.e., potential natural disasters, civil disturbances, fire or explosions, malfunctioning of the devices during the processes, pressure issues, etc.) related with the Project Road and its construction and operations, and the possible impact to the environment and health;
- Identification of relevant Government authorities, the media and other relevant stakeholders to be notified and description of the procedures for communicating with them;
- Development of appropriate measures to limit human and environmental consequences associated with Project -related accidents; cooperation between the Contractor, local and central authorities, as well as the local community;
- Safety technical measures to be described and appropriate measures to protect the public safety or property from potential hazards;
- Preliminary description of the organization structure, and explain interactions with Project and operational procedures;

- Preliminary identification of the system and procedures for providing personnel refuge, evacuation, rescue, medical treatment and repatriation; and
- Preliminary description of training activities and the arrangement for training response teams and for testing emergency systems and procedures.

Finally, the ERP shall include provisions for the training of all workers on the emergency response procedures, and will include procedures related to communication to stakeholders and community improvement opportunities.

### Water Management Plan

The objectives of the water management plan are to:

- Identify and register potential sources of water in the Plan, together with the GPS coordinates;
- Document water sources and extraction locations and the maximum water volumes allowed from the source;
- Record all communications from the relevant Government Authorities; water sources to be used will be agreed in advance with the WRA;
- *Monitor water use:* the Plan will set procedures for estimating water used by the Project, identifying activities that use this resource and following a reporting procedure for registering used volumes of water; and
- *Minimize water use:* the Plan will provide a series of measures to be considered for minimizing use and wastage of water

The WMP will be developed following KeRRA's policies and will consider all the relevant World Bank Standards. Finally, the Plan will include provisions for the training of all workers on how to minimise the use of water.

### Occupational Safety and Health Management Plan

The Occupational Safety and Health (OSH) Management Plan will be a tool that will provide a framework for the following:

- Planning for Health and Safety;
- Accident and Incident Investigation; and
- Health and Safety Auditing

The OSH Management Plan will be developed following all the relevant World Bank Standards. The Plan will include, at a minimum, the following elements:

- KeRRA's Occupational Health and Safety Policy;
- OSH Organisation: detailed organisation chart and description of roles and responsibilities associated to managing Project-related health and safety issues. The organization proposed in the Plan will take into account the competency of the proposed professionals, and will provide mechanisms to ensure co-operation and communication between the H&S management team members.
- OSH Standards, including: site safety inductions; hazards identification and risk assessment, including task analysis and construction hazards; OSH targets, and a procedure for safety performance evaluation and review; emergency procedures; toolbox meeting procedure; site visit registers; and Material Safety Data Sheet (MSDS) register;
- Accidents and Incidents, including: definitions; reporting and registering procedures; root-cause analysis;
- OSH Auditing, including the following: auditing plan; setting audit objectives and measuring OSH performance; site safety inspection checklists and first-aid equipment checklist.

The Plan will include provisions for the training of all workers and will include procedures related to communication to stakeholders and community improvement opportunities.

### Traffic Management Plan

A Traffic Management Plan (TMP) will be developed to manage traffic attributed to the Project, minimise traffic disruption and road user delay and provide for the on-going safety of road users, including pedestrians and cyclists. All of the traffic related impacts described previously can be mitigated very effectively by the implementation of standard best practices in terms of environmental controls and management practices during construction. These measures will be detailed in the TMP, which will describe in detail the measures that the contractor will implement during the construction of the Project.

The key issues that will be addressed by the TMP in terms of mitigation measures will include:

- Access to construction areas;
- Routing of construction traffic;
- Prevention of road user delay;
- Temporary traffic control and management;
- Reducing the probability of traffic accidents and improving safety for road users and others;
- Preventing and remedying road degradation;
- Road crossings; and
- Parking facilities, where necessary

The contractor shall regularly update their TMP as their construction methods are developed and vehicle movement requirements are identified in detail. The Contractor will consult with the principal representative of any communities that will suffer a significant increase in traffic in order to develop awareness of the mitigation measures within the TMP.

The TMP is important both in ensuring the safety of construction personnel and local communities. The TMP is intended to be a ‘live’ document and its traffic management principles will form the basis for subsequent detailed construction traffic management arrangements between the appointed Contractor and the road authorities.

It is recommended that the TMP includes the following minimum requirements:

- Levels of development related to traffic that will use this road network;
- Identification of key sensitivities along proposed access routes;
- Identification, demarcation and construction of access routes;
- Measures to provide for the on-going safety of road users, including pedestrians and cyclists;
- Project driver training requirements with respect to road safety and environment;
- Project Schedule;
- Roles and responsibilities for implementation of the TMP;
- Measures to prohibit “off-route” driving;
- Speed limits and methods of enforcement;
- Means to inform the community of traffic risks;
- Vehicle equipment;
- Vehicle maintenance and refueling locations;
- Inspection, auditing and reporting; and
- Driver competency

### Workers Code of Conduct

The Workers Code of Conduct will set out the KeRRA and the Project Consortium’s expectations of workers’ behaviour, consistent with the national labour laws and international good practice standards. Specifically, the Workers Code of Conduct will be explicit on the following:

- The scope of the Workers Code of Conduct;
- A requirement by all the Project employees to comply with all the Contractor’s rules and regulations;
- Prohibited and restricted activities at the work place like alcohol use and substance abuse;
- Respect at the work place including respect for other Project workers as well as the local community members;
- Protection of Project property;
- Professionalism;

- Working hours, Personal appearance, Leave Policy, Absenteeism and tardiness, Conflict of Interest, Pronouncement on giving and receiving gifts, Confidentiality, and Communication.
- Contractor’s pronouncement on all forms of harassment;
- Grievance redress management procedure; and
- Discipline of workers who breach the requirements of the Code of Conduct

## Environmental and Social Monitoring

The objective of environmental and social monitoring during the construction and operation phases is to compare the monitored data against the baseline condition collected during the study period. This outcome measures the effectiveness of the mitigation measures and further ensures environmental sustainability.

### Environmental and Social Parameters to be monitored

The following environmental parameters will be monitored to ascertain the environmental quality and the performance of the ESMP implementation.

#### (a) Construction Phase

- Soil Resources
- Noise
- Dust
- Solid waste
- Health and safety
- Wildlife resource
- Spill management
- Gender inclusion
- Vegetation clearance
- Vulnerable groups
- Employment
- Community grievances

#### (b) Operation and Maintenance Phase

- Road Safety
- Wildlife resource
- Waste management

### Monitoring Environmental and Social Quality of Parameters

This is mainly required to ensure proper and timely implementation of environmental and social mitigation measures. Monitoring at regular intervals during implementation and for a specified period in the post implementation stages is important to identify and implement any change needed in the execution of the activity or in the mitigation measures.

TABLES 11-2 and 11-3 demonstrate how monitoring will be undertaken during Project construction and operation. All monitoring costs are covered in the overall cost of the Project.

Table **Error! No text of specified style in document.-2**: Construction Phase Environmental and Social Monitoring Plan

Item	Activities	Monitoring Details	Monitoring Indicator	Frequency	Responsibility
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<b>Item</b>	<b>Activities</b>	<b>Monitoring Details</b>	<b>Monitoring Indicator</b>	<b>Frequency</b>	<b>Responsibility</b>
<b>Water resources</b>	Servicing of Project vehicles; Construction activities	Observable effects on existing water sources	Suspended particles in water Measurement of water quality	Quarterly	Contractor
<b>Soil Resources</b>	Earth works, cut and fill gradients, excavations	Increased erosion along the road and material sites	Observation	Daily	Contractor
<b>Noise</b>	Excavation	Safety, vibration and noise emission level to sensitive receptors	Noise meter, safety checks	Continuous	Contractor
<b>Dust</b>	Dust generating activities i.e., excavation, road construction, handling and transportation of raw materials, loading and offloading of materials	Dust emissions level and effect on adjacent sensitive receptors	Air quality measurements, visual observation	Daily	Contractor
<b>Solid waste</b>	Solid waste during construction	Amount of solid waste generated	Visual observation and regular checks	Weekly	Contractor
<b>Accidental leaks and spills</b>	Operation of project vehicles, fuel and oil storage	Increased incidents of oil and fuel spills from vehicles and equipment	Spill Management Plan Records of accidental leaks/spillages	Monthly	Contractor
<b>Health and safety</b>	During construction	Check health and safety requirements	Visual observation and regular checks	Daily	Contractor
<b>Wildlife resource</b>	Construction works	Increased wildlife mortality	Visual Observation	Continuous	Contractor
<b>Vegetation clearance</b>	Clearance of vegetation to access material sites	Extent of roadside vegetation to be cleared to pave way for construction	Visual observation	Monthly	Contractor

Item	Activities	Monitoring Details	Monitoring Indicator	Frequency	Responsibility
<b>Employment</b>	During construction	Discrimination and inequality of opportunities provided Increased grievances	Fair recruitment of all gender Keeping records of grievances	Weekly	Contractor
<b>Gender inclusion</b>	During construction	increased grievances	Record of gender disaggregated indicators and data	Weekly	Contractor
<b>Community grievances</b>	During Project construction	Increased grievances	Records of grievances	Daily	Contractor

(Source: Consultant)

Table Error! No text of specified style in document.-3: Operation Phase Environmental and Social Monitoring Plan

Item	Activities	Monitoring Details	Monitoring Indicator	Frequency	Responsibility
<b>Road Safety</b>	Increased vehicles and motorcycles Increased speeds	Road Accidents Road sign usage	Keeping records of accidents and traffic offense	Continuous	KeRRA
<b>Waste</b>	Solid waste during operation	Amount of solid waste generated	Visual observation and regular checks	Weekly	KeRRA
<b>Wildlife Resource</b>	Speeding vehicles	Wildlife mortality rate	Visual observation	Continuous	KeRRA

(Source: Consultant)

## Roles and Responsibilities

### Contractual Obligation

In order to ensure that this ESMP and the Monitoring Plan (MP) and/or derivatives thereof are enforced and implemented, these documents must be given legal standing. This shall be achieved through incorporating the Plans and/or derivative documents as an addendum to the contract documents for the Project Contractors. Contract documents should have a clause specifying that the requirements of this ESMP & MP and/or derivative documents apply and must be met. This will ensure that the obligations are clearly communicated to Contractors.

The section below defines the roles and responsibilities of persons that will be involved in the implementation of the Project.

### The Project Developer (KeRRA)

KeRRA has overall responsibility for ensuring that the construction and development of the Project is undertaken in an environmentally sound and responsible manner, and in particular, reflects the requirements and specifications of the ESMP & MP and recommendations from the relevant authorities. The responsibilities of KeRRA will include:

- Appoint or designate a suitably qualified Project Manager to manage the implementation of the Project;
- Appoint the Project Contractors;
- Establish and maintain regular and proactive communications with the designated/appointed PM, Contractor (s) and Environmental Compliance Officer (ECO); and
- Ensure that the ESMP & MP is reviewed and updated as necessary.

### Reporting Structure

The Authority will liaise with and/or take instruction from the following:

- Government/regulatory authorities such as NEMA; and
- General Public

### KeRRA's Project Manager

The primary role of the PM is to ensure that the Contractor and KeRRA's staff comply with the environmental specifications in the ESMP & MP. The PM shall oversee the general compliance of the Contractor with the ESMP & MP and other site specifications; and liaise with the Contractor and ECO on environmental matters, as well as any pertinent engineering matters where these may have environmental consequences. In addition, the PM shall:

- Designate or appoint a suitably qualified Environmental Manager (EM) that will manage all environmental aspects on behalf of the PM and the Project Proponent;
- Review and approve Method Statements produced by the Contractor in connection with the ESMP & MP;

- Assume overall responsibility for the effective implementation and administration of the ESMP & MP;
- Be familiar with the contents of the ESMP & MP, and his/her role and responsibilities as defined therein;
- Ensure that the ESMP & MP is included in the Contractor's contract;
- Communicate to the Contractor, verbally and in writing, the advice of the ECO and the contents of the ECO reports;
- In conjunction with the Construction Supervisor; undertake regular inspections of the Contractor's site as well as the installation works in order to check for compliance with the ESMP & MP in terms of the specifications outlined therein. Inspections shall take place at least once a week and copies of the monitoring checklist contained in the file;
- Review and approve drawings produced by the Contractor or professional team in connection with, for example, the construction site layout, access/haul roads, etc.;
- Issue site instructions giving effect to the ECO requirements where necessary;
- Keep a register of all complaints and incidents (spills, injuries, legal transgressions, etc.) and other documentation related to the ESMP & MP;
- Report to the ECO any problems (or complaints) which cannot first be resolved in co-operation with the Contractor(s);
- Implement recommendations of possible audits;
- Implement Temporary Work Stoppages as advised by the ECO, where serious environmental infringements and non-compliances have occurred;
- Facilitate proactive communication between all role-players in the interests of effective environmental management; and
- Ensure that construction staff is trained in accordance with requirements of the ESMP & MP.

#### Reporting Structure

The PM will report to the KeRRA, as and when required.

#### *KeRRA Environmental Compliance Officer (ECO)*

Through the PM, KeRRA will appoint an independent ECO to monitor and oversee implementation of the ESM & MP for the proposed construction works. The ECO is independent from the Project Proponent, the PM and the Contractor(s). The ECO is given authority to ensure that the ESMP & MP is fully implemented and that appropriate actions are undertaken to address any discrepancies and non-compliance. The role of the ECO shall be to:

- Act as site 'custodian' for the implementation, integration and maintenance of the ESMP & MP in accordance with the contractual requirements;
- Liaise with the PM on the level of compliance with the ESMP & MP achieved by the Contractor on a regular basis for the duration of the contract;
- Advise the PM on the interpretation and enforcement of the Environmental Specifications, including evaluation of non-compliances;
- Supply environmental information as and when required;
- Review and approve Method Statements produced by the Contractor, in conjunction with the PM;
- Demarcate particularly sensitive areas (including all No-Go areas) and to pass instructions through the PM concerning works in these areas;
- Monitor any basic physical changes to the environment as a consequence of the construction works according to an audit schedule;
- Attend regular site meetings and project steering committee meetings;
- Undertake regular monthly audits of the construction works and to generate monthly audit reports. These reports are to be forwarded to the PM who will communicate the results and conclusions with the Project Proponent;
- Communicate frequently and openly with the Contractor and the PM to ensure effective, proactive environmental management, with the overall objective of preventing or reducing negative environmental impacts and/or enhancing positive environmental impacts;



- Advise the PM on remedial actions for the protection of the environment in the event of any accidents or emergencies during construction, and to advise on appropriate clean-up activities;
- Review complaints received and make instructions as necessary; and
- Identify and make recommendations for minor amendments to the ESMP & MP as and when appropriate.

#### Reporting Structure

The ECO will report to the PM, who in turn will report to the KeRRA.

#### *Contractor*

The Contractor will be responsible for implementing the Project. They will be contractually required to undertake their activities in an environmentally responsible manner, as described in the ESMP & MP. The role of the Contractor shall be to:

- ensure that the environmental specifications of this document (including any revisions, additions or amendments) are effectively implemented. This includes the on-site implementation of steps to mitigate environmental impacts;
- Preserve the natural environment by limiting any destructive actions on site;
- Ensure that suitable records are kept and that the appropriate documentation is available to the PM;
- Take into consideration the legal rights of the individual Landowners, Communities and KeRRA's staff;
- Ensure quality in all work done, technical and environmental;
- Underwrite the Project Proponent's Environmental Policy at all times; and
- Ensure that all sub-contractors and other workers appointed by the Contractor are complying with and implementing the ESMP & MP during the duration of their specific contracts.

The responsibilities of the Contractor will be to:

- Discuss implementation of and compliance with this document with staff at routine site meetings;
- Designate, appoint and/or assign tasks to personnel who will be responsible for managing all or parts of the ESMP & MP. The Contractor must appoint or designate a Safety, Health, Environment and Quality Officer (SHEQO) to monitor daily implementation of the ESMP & MP on the Contractor's behalf as a minimum;
- Monitor environmental performance and conformance with the specifications contained in this document during site inspections;
- Report progress towards implementation of and non-conformances with this document at site meetings with the PM;
- Advise the PM of any incidents or emergencies on site, together with a record of action taken;
- Report and record all accidents and incidents resulting in injury or death; and
- Resolve problems and claims arising from damage immediately to ensure a smooth flow of operations.

#### Reporting Structure

The Contractor will report to the PM and ECO, as and when required.

#### *NEMA*

The responsibility of NEMA is to exercise general supervision and co-ordination over all matters relating to the environment and to be the principal instrument of Government in the implementation of all policies relating to the environment and to ensure that all mitigation measures proposed are actually implemented.

#### *Local Government Authorities*

The relevant departmental officers in the Isiolo County should be called upon where necessary during project implementation to provide the necessary permits and advisory services to the project implementers

#### *Monitoring*

#### Undertaking Audits

The PM shall appoint a qualified and experienced ECO to ensure implementation of and adherence to the ESMP & MP. The ECO shall conduct audits to ensure that the system for implementation of the ESMP & MP is operating effectively. The audit shall check that a procedure is in place to ensure that:

- The ESMP & MP and the Method Statements being used are the up-to-date versions;
- Variations to the ESMP & MP, Method Statements and non-compliances and corrective actions are documented;
- Emergency procedures are in place and effectively communicated to personnel.

The audit programme shall consist of the following at a minimum:

- First audit no later than 1 month after construction commences;
- Thereafter audits at monthly intervals, at a minimum;
- An audit one week prior to practical completion of the project is granted; and
- A post construction audit within 1 week after the Contractor has left site.

**Public Procurement Regulatory Authority (PPRA)**

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