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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.

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 at approved material testing laboratories.

Measurement and Payment

Reimbursable item based on actual costs incurred by the contractor including sampling, transportation and testing.

Work Method: NA

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

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

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

Quality Control

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

Measurement: Number

The unit of measurement shall be number of Sign Boards erected

Payment

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

Work Method: NA

#### **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 water are available throughout the Site.

Measurement and Payment

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

Work Method: **LB**

**01-60-007 Provision of site sanitation facilities**

The Contractor shall provide sanitation facilities on site for workers at a reasonable distance from all work locations, for the duration of the Works. This can be in the form of shallow pit latrines that are appropriately covered. All shallow pit latrines shall be filled in after the end of use.

Quality Control

The Engineer shall check regularly that adequate sanitation facilities are available throughout the Site.

Measurement and Payment

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

Work Method: **LB**

**BILL 03: SETTING OUT**

Scope

This bill 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 Minimum radius	100m	50m

The cross-section details of the road shall be as shown on the Drawing or as directed by the Engineer. Horizontal setting out shall be done for the approved work sections at a time but not for the entire road.

Work Method: **LB**

Quality Control

Centreline pegs shall be set at 10m intervals on straight sections and 5m on curves

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.

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 set out.

Payment:

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

#### **BILL 04: SITE CLEARANCE**

Scope

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

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

Table 4.1: Site Clearing Widths

<i>Road Category</i>	<i>Running Surface</i>	<i>Stripping and Grubbing</i>	<i>Trees, Stumps, Boulders</i>	<i>Bush Clearing</i>
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**

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 as either Machine Based (Mechanical Mowing) or as Labour Based as defined in the Bills of Quantity or as instructed by the Engineer.

Grass cutting shall be done off-carriageway and shall not include areas designated for grubbing.

Work Method: **LB or MB**

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 equipment, 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.

This activity shall be carried out as either Machine Based or as Labour Based as defined in the Bills of Quantity or as instructed by the Engineer.

Work Method: **LB or MB**

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, equipment 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.

This activity shall be carried out as either Machine Based or as Labour Based as defined in the Bills of Quantity or as instructed by the Engineer.

Work Method: **LB or MB**

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: **LB**

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 Day works.

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

Trees and Stumps outside the construction width but within the road reserve having a trunk girth of between 200-450mm at a point 600mm above the ground shall only be removed on the instruction of the Engineer.

The Contractor shall excavate around any trees to be removed to a depth not less than 0.5 m before cutting the roots. Existing stumps shall be uprooted in the same manner. All holes left by the removal of trees and 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: **LB**

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 and stumps 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 and Stump Removal (>450mm girth)**

All the requirements of item 04-50-003 shall apply for trees and 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: **LB**

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 and stumps 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 Clearing Obstructions – Boulders and debris removal**

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

Blasting should only be done on instruction by the Engineer and only carried out by licensed individuals/firms.

Debris removal shall include:

Inspection of the road section(s) regularly

Removal of all obstructions such as fallen trees/ branches, rock fall, landslides and broken signs away from the road, side drains, mitre drains and other drains, inlets and outlets of drifts, culverts and other structures and the safe disposal thereof outside the road formation width.

Removal of dead animals' carcasses away from the carriageway and disposing of them as directed by the Engineer. Liaison with the Police may be necessary.

This activity shall be carried out as Machine Based, Labour Based or a mixture of the two as defined in the Bills of Quantity or as instructed by the Engineer.

Work Method: **LB, MB, LB-MB**

Quality Control

The Engineer shall approve the removal and satisfactory disposal of the boulders / debris.  
The road section shall be free of any obstruction.

Measurement Unit: Provisional Sum

A Provisional Sum shall be included for this item

Payment:

Payment shall be made on a Day works basis.

#### **04-50-009 Stripping and Grubbing**

The Contractor shall remove, over the widths shown in Table 4.1, topsoil including grass, 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: **LB**

#### Quality Control

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

Measurement Unit m<sup>2</sup>

The measurement shall be the area grubbed 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.

#### 04-50-010 Excavate, remove and disposal of concrete structures

The Contractor shall excavate, remove and dispose of concrete structures as directed by the Engineer.

This activity shall be carried out either as Machine Based, Labour Based or a mixture of the two as defined in the Bills of Quantity or as instructed by the Engineer.

Work Method: **LB, MB, LB-MB**

#### Quality Control

The Engineer shall approve the area where the structure was removed from and the satisfactory disposal of the concrete structures.

A Provisional Sum shall be included for this item

Payment: Provisional Sum

Payment shall be made on a Day works basis.

Measurement Unit: Provisional Sum

#### BILL 05: EARTHWORKS

This bill covers the excavation of soil and the placing, watering and compaction of hard and soft material to form the road formation.

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

The Contractor shall re-establish the vertical alignment of the road section which includes the setting out and 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%

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

Work method:                   **LB**

Quality Control:

The hand rammer shall be not less than 5kg

The level of the slot shall have a tolerance of + 50 mm

The longitudinal profile of the road shall be checked at every third slot and shall have a maximum tolerance of + 50mm

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:   Excavation, spread and compact in soft material (side drains)**

The Contractor shall excavate side drains to the profiles shown on the Drawings or as directed by the Engineer.

Soft material in this case is defined as any material which is not hard or rock in which the average output is more than 1.5 m<sup>3</sup> per PD.

The material from the excavations shall be placed on the carriageway, spread and compacted. 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.

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 as directed by the Engineer dependent upon the equipment used and the material being compacted. Unless otherwise instructed the moisture content of the material shall be within + 2% of optimum. Where additional moisture is required, water shall be applied in an even manner such that no longitudinal or transverse flow occurs.

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

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

Work method:                   **LB - MB**

Quality Control









Hard material in this case is defined as hard gravel, dry black cotton soil, soil with high percentage of stones or other material in which the output is less than 1.5 m<sup>3</sup> per PD.

This activity shall be carried out either as Machine Based, Labour Based or a mixture of the two as defined in the Bills of Quantity or as instructed by the Engineer.

Work Method: **LB, MB, LB-MB**

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.

Payment:

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

**07-50-003 River training in soft material**  
**07-50-004 River diversion**  
**07-50-005 Porous filter material**  
**07-50-006 Selected granular fill material**  
**07-50-007 Cut to fill in soft material**

These activities should be done in accordance with Bill 7, sub clauses 7.01 to 7.13 in the Standard Specifications for Roads and Bridges 1986.

## **BILL 08: CULVERT AND DRAINAGE WORKS**

This bill 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**

- 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.

This activity shall be carried out either as Machine Based, Labour Based or a mixture of the two as defined in the Bills of Quantity or as instructed by the Engineer.

Work Method: **LB, MB, LB-MB**

Quality Control

- Appropriate drain templates shall be used to check and control the dimensions of the drains.



The Contractor shall first reshape the eroded ditch gullies to suitable shapes for working, remove any unsuitable materials, supply, dump, spread and process and compact in accordance with Section 508 of the Standard Specifications or as instructed by the engineer.

Work Method: **LB-MB**

Quality Control:

The Engineer shall approve the borrow materials, measure the volume of the borrow fill materials, the compaction achieved of each layer and the gradient of the out fall to avoid further erosion.

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

The measurement shall be the volume of the fill material excavated, transported and deposited to fill the ditch gullies.

Payment:

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

#### **08-50-004: Ditch Works rock fills. Supply and fill**

This activity involves the reinstatement/protection works of culvert outlets by filling the resultant eroded ditch gullies with specified suitable hard material to ensure free passage of water at all times without causing further damage. The ditch shall be excavated to firm ground and shaped to the required suitable shape (depth, width, levelled and smoothed) to the satisfaction of the engineer prior to filling. The fill material shall be deposited in layers as directed by the Engineer.

The filling shall be carried with approved hard material and compacted in layers not exceeding 150 mm loose depth and systematically compacted by at least 8 passes of a towed vibrating roller weighing not less than 5 tonnes dead weight or in thickness that shall not exceed the maximum that the equipment and method of operation can process to meet the required compaction as directed by the Engineer. During compaction the surface of the layer shall be watered as necessary to facilitate the filling of the voids with the blinding material.

The Contractor shall first reshape the eroded ditch gullies to suitable shapes for working, remove any unsuitable materials, supply, dump, spread and process and compact in accordance with Section 508 of the Standard Specifications or as instructed by the engineer.

Work Method: **LB-MB**

Quality Control:

The Engineer shall approve and measure the volume of the hard materials, the compaction achieved of each layer and the gradient of the out fall to avoid further erosion.

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

The measurement shall be the volume of the hard material excavated, transported and deposited to fill the ditch gullies to the desired level.

Payment:

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





























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

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

No grading shall be carried out in dry conditions.

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

Work Method: **MB**

Quality Control

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

#### **10-50-002: Heavy Grading with watering and compaction.**

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

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

The material shall be 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.

In order to achieve the desired compaction water shall be added in an even manner without transverse or longitudinal flow.

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

Work Method: **MB**

Quality Control

- The width of the carriageway shall be checked at every 50m intervals and have a tolerance of + 50mm or -20mm.

- The camber shall be checked with a camber board at 25m intervals and shall have a tolerance of + 1%
- Longitudinal levels shall be checked with a straight edge of minimum 2.7 m length. Maximum tolerance of + 10 mm.
- Compaction shall show no movement of material under the roller, minimum of 6 passes.
- Compaction test standard shall be 95% MDD (AASHTO T99)

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- 004: Carriageway Grading - Light Grading

Light grading shall only be done when there is sufficient moisture in the material. 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.**

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

Work Method: **MB**

Quality Control

- The width of the carriageway shall be checked at every 50m intervals and have a tolerance of +50mm or -20mm
- The camber shall be checked with a camber board at 25m intervals and shall have a tolerance of + 1%
- Longitudinal levels shall be checked with a straight edge of minimum 2.7 m length. Maximum tolerance of +10 mm.

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.



























**Bills of Quantities** are Annexed herewith.

































## **60. Release from Performance**

60.1 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 Project Manager 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.



<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	the <i>CIARB</i> ].
<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 26.3</b>	The period between Program updates is [ <i>14 days after instructions from the Engineer</i> ] days. 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: [ <i>N/A</i> ] days.
<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> <i>N/A</i> </u> % ( <i>insert appropriate percentage. The percentage is normally up to 50%</i> ) of the reduction in the Contract Price.
<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 [ <i>“is not”</i> ] subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients [ <i>specify “does” or “does not”</i> ] 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>insert amount(s)</i> ] and shall be paid to the Contractor no later than [ <i>N/A</i> ].
<b>GCC 50.1</b>	The Performance Security amount is [ <i>insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Procuring Entity</i> ]  (a) Performance Security – Bank Guarantee: 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

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	maintenance manuals by the date required in GCC 58.1 is <i>[N/A]</i> .
<b>GCC 57.2 (g)</b>	The maximum number of days is: <i>[N/A]</i> .
<b>GCC 58.1</b>	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> .





- 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. 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.



SIGNED ON \_\_\_\_\_ on behalf of By \_\_\_\_\_ in the capacity of In the presence of

SIGNED ON \_\_\_\_\_ on behalf of By \_\_\_\_\_ in the capacity of In the presence of







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)
Email address					Indirect.....
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---- 2. Is this right held directly or indirectly?:  Direct..... ...  Indirect..... .....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No----  2. Is this influence or control exercised directly or indirectly?  Direct.....  Indirect.....
	National identity card number or Passport number				
	Personal Identification Number (where applicable)	Indirectly---- ----- % of shares	Indirectly----- .....% of voting rights		
	Nationality(ies)				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
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

# BILL OF QUANTITIES

Road Code G44282

Section Name

Package: KeRRA/08/MKS/39/G44262/2-20-23|24-118

Contractor

0

**Bill of Quantities**

Page: 1

Bill No.1      **General: Office administration and overheads/Preliminaries**      Project:

Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
01-50-014	Field supervision	KS	200000	1.00	200,000.00
01-60-005	Publicity Sign Boards	KS	2		-
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<b>Total Carried Forward to Summary:</b>					-

Road  
Code G44282

Section Name

Package: KeRRA/08/MKS/39/G44262/2-20-23|24-118

Contractor

0

Bill of Quantities					Page: 2
Bill No.8	CULVERT AND DRAINAGE WORKS				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
08-60-025	Culvert Installation 600 mm with surround	METERS	15		-
08-70-004	Provide and place Gabion Installation	NO	15		-
08-70-005	Provide and place Rock fill to Gabions	M <sup>3</sup>	30		-
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<b>Total Carried Forward to Summary:</b>					-

Road Code G44282  
 Package: KeRRA/08/MKS/39/G44262/2-20-23|24-118  
 Contractor

Section Name

0

<b>Bill of Quantities</b>					Page: 3
Bill No.10	GRADING AND GRAVELLING WORKS				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
10-50-002	Heavy grading with watering and compaction instructed by the Engineer	M <sup>3</sup>	40000		-
10-60-001	Provide gravel wearing course-excavation,free haul, spread, water and compact gravel to specifications	M <sup>3</sup>	1474.6		-
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<b>Total Carried Forward to Summary:</b>					-

