



KENYA RURAL ROADS AUTHORITY

ADDENDUM NO. 2

UPGRADING OF VARIOUS ROAD PROJECTS - LOT 13

Reference is made to the Tender Notice that appeared in MyGov Edition Star Newspaper dated 18th August 2026, the Long Advert dated 22nd September 2026 and Addendum No.1 dated 9th October, 2026.

Interested Bidders are requested to note the following clarifications and amendments;

S/No	Project	Clarification and Amendment
1.	RWC/1060: Completion of RWC 643 Phase 2: Isoge - Chebilat / Simbauti - Tindereti	1. The Time for Completion under Section IX: Special Conditions of Contract has been amended as follows: A. Construction: Twenty-Four (24) Months B. Maintenance and Rectification during Defects Liability Period: Twelve (12) Months C. Performance Based Routine Maintenance: N/A

The revised BOQ with revised quantities for Bill 1 has been amended and attached as **annex 1** and should be used in place of the attached BOQ in the tender document.

S/No.	Road Name	Clarification and Amendment																	
1.	RWC/1058: Completion of the Upgrading to Bitumen Standard for RWC 115 Phase 2: Musikoma-Mungatsi & Myanga-Mateka Roads and RWC 620 Phase 2: Nalondo - Musese / Mukhweya-Kabuchai-Chebukwa / Namosi-Marakaru / Mayanja-Bisunu-Sirisia Roads.	1. SECTION IX: SPECIAL CONDITIONS OF CONTRACT has been amended as highlighted in annex 2 2. Bill item 17.07 under Bill No. 17 : Concrete Works has been amended as follows: <table><tr><th>Item</th><th>Description</th><th>Unit</th><th>Quantity</th><th>Rate</th><th>Amount (Kshs)</th></tr><tr><td>17.07</td><td>As item 17.06 but horizontal</td><td>m²</td><td>600</td><td></td><td></td></tr></table>						Item	Description	Unit	Quantity	Rate	Amount (Kshs)	17.07	As item 17.06 but horizontal	m ²	600		
Item	Description	Unit	Quantity	Rate	Amount (Kshs)														
17.07	As item 17.06 but horizontal	m ²	600																

The revised Special Conditions of Contract has been attached as **annex 2** and should be used in place of the attached BOQ in the tender document.

1. That the submission and opening date for **all** tenders under **LOT 13** remains as captured in addendum No.1.

S/No.	Region	Tender No.	Road Name	Date of Closing And Opening
1.	Turkana	RWC 1056	Completion of RWC 367 Phase 2 Todonyang - Kalokol	28 th October, 2026 at 11:00 AM
2.	Kiambu	RWC 1059	Completion for the Upgrading of RWC 519 Phase 2: U-G29664 Kamunyu A/ U-G29671 Kamunyu B/U-G29572 Gathiaka - Gathuya/ Marigi Gategi/ Cununuki - Gacharage/ Gitwe Kiganjo/ Kahata - Munyuini/ Karinga - Kimaruri/Kuri - Cununuki - Gacharage/Ruburi - Wanugu – Flyover.	28 th October, 2026 at 11:00 AM
3.	Embu	RWC 1057	Upgrading To Bitumen Standard of Gakwegoni - Gatunduni Stage Kingdom - Makathi - Karurina/Manyatta - Kamviu / Mbuvi - Karau –	28 th October, 2026 at 11:00 AM

S/No.	Region	Tender No.	Road Name	Date of Closing And Opening
			Kathuriri & Rehabilitation of Level 5 Hospital - Kibugu – Kangethia.	
4.	Bungoma	RWC 1058	Completion of the Upgrading To Bitumen Standards for RWC 620 Phase 2: Mukhweya – Kabuchai / Namosi – Marakaru & Bisunu – Sirisia and RWC 115 Phase 2: Musikoma – Mungatsi & Myanga – Mateka Roads.	4 th November, 2026 at 11:00 AM
5.	Nyamira	RWC 1060	Completion of RWC 643 Phase 2: Isoge - Chebilat / Simbauti - Tindereti	28 th October, 2026 at 11:00 AM
6.	Kirinyaga	RWC 1061	Completion of RWC 549 Phase 2 Mutithi - Kagio Phase II: Getuya - Kagumo / Rukanga - Kabiriri / Gwa Chomba - Kianjagi	28 th October, 2026 at 11:00 AM
7.	Uasin Gishu	RWC 1062	Completion of RWC 343 Phase 2 Danger - Kimondi - Chemuswa	28 th October, 2026 at 11:00 AM
8.	Kajiado	RWC 1063	Graveling of Ngurumani - Magadi - Kiserian	28 th October, 2026 at 11:00 AM
9.	Samburu	RWC 1064	Gravelling of Opiroi - Suyian - Baragoi	28 th October, 2026 at 11:00 AM
10.	Kajiado	RWC 1067	Completion of Ongata Rongai Gataka roads phase 2: (Kiserian town roads, Jnc C58 - Lewisa Kahara, Oloika - Kamura, Ongata Rongai town roads,	28 th October, 2026 at 11:00 AM
11.	Bomet	RWC 1068	Completion of RWC 554 Phase 2: Longisa – Kiprerres-Sigor/Kaboson – Chebunyo /Olbutyo - Sigor	28 th October, 2026 at 11:00 AM
12.	Bomet	RWC 1069	Completion of RWC 884 Phase 2 Kamunkunji- Ndanai- Siongiroi	28 th October, 2026 at 11:00 AM

6. **TABLE A for Approximate Weightings for Price Adjustment** has been attached as *annex 3* and shall be duly filled by **ALL** Tenderers.
7. Bids not received at the submission venue by the closing date and time will not be accepted for opening and will be rejected and returned unopened.
8. Interested Bidders are required to continually check the Authority's website: www.kerra.go.ke for any tender addendums or clarifications that may arise before submission date.
9. All other information pertaining to the tenders remains the same.
10. Bidders with enquiries are encouraged to do so vide the email addresses procurement@kerra.go.ke, ddev@kerra.go.ke.
11. All other information pertaining to the tenders remains the same.

Deputy Director (Supply Chain Management)
For: DIRECTOR GENERAL

ANNEX 1

COMPLETION OF RWC 643 PHASE 2: ISOGE - CHEBILAT / SIMBAUTI - TINDERETI, Tender No. RWC/1060

BILL OF QUANTITIES FOR COMPLETION OF RWC 643 PHASE 2: ISOGE - CHEBILAT / SIMBAUTI - TINDERETI					
BILL NO. 1. PRELIMINARIES AND GENERAL ITEMS					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (Kshs)
1.01	Provide or rent accomodation for Engineer's senior and junior staff				
	(i)Type I - 1 No.	Month	24	65,000.00	
	(i)Type II - 4 No.	Month	96	55,000.00	
	(iii) Type III - 6 No.	Month	144	40,000.00	
	(iv) Type IV - 8 No.	Month	192	30,000.00	
	(v) Type V - 6 No.	Month	144	21,000.00	
	Total				
1.02	E.O item 1.01 for contractor's overhead and profit	%			
1.03	Provide or rent and maintain Engineer's Representative's office as shown on the drawings or as instructed by the Engineer for use during the duration of the Contract, ownership to revert to the Contractor at the end of the Contract	LS	1		
1.04	Provide or rent and maintain Engineer's Site Laboratory for the duration of the Contract, ownership to revert to the Contractor at the end of the Contract	LS	1		
1.05	Provide and maintain Laboratory equipment, reagents and other items as priced in Appendix 'A' to the Bill of Quantities for use by the Engineer's representative for the duration of the contract, ownership to revert to the Employer at the end of the Contract.	LS	1		
1.06A	Provide and maintain furniture , tools and other items for the Engineers Representative office for the duration of the Contract as priced in Appendix 'B' , ownership to revert to the Employer at the end of Contract.	LS	1		
1.06B	Provide and maintain survey equipment as priced in Appendix C for the duration of the contract, ownership to revert to the Employer at the end of Contract.	LS	1		
1.07	Provide with drivers, fuel and maintain Two (2) new 4WD fully loaded Station Wagon of minimum diesel engine capacity 2800 CC approved by the Engineer for his exclusive use, inclusive of the first 5000km per vehicle month. Vehicle to revert to the Contractor at the end of the project.	Veh Month	48		
1.08	E.O item 1.07 for total aggregated mileage in excess of 5000 km per vehicle month.	Km	36,000		
1.09	Provide with drivers, fuel and maintain one (1) new 4WD fully loaded double cabin pick-up of minimum diesel engine capacity 2500 CC approved by the Engineer for his exclusive use, inclusive of the first 5000km	Veh Month	24		

BILL OF QUANTITIES FOR COMPLETION OF RWC 643 PHASE 2: ISOGE - CHEBILAT / SIMBAUTI - TINDERETI					
BILL NO. 1. PRELIMINARIES AND GENERAL ITEMS					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (Kshs)
	per vehicle month. Vehicle to revert to the Contractor at the end of the project.				
1.10	E.O item 1.09 for total aggregated mileage in excess of 5000 km per vehicle month.	Km	24,000		
1.11	Ditto item 1.09, but one (1) new 4WD standard double cabin pick-up of minimum diesel engine capacity 2500 CC approved by the Engineer for his exclusive use, inclusive of the first 5000km per vehicle month. Vehicle to revert to the Contractor at the end of the project.	Veh Month	24		
1.12	E.O item 1.11 for total aggregated mileage in excess of 5000 km per vehicle per month.	Km	24,000		
1.13	Ditto item 1.09, but two (2) new 4WD Single cabin pick-ups with fibre glass body of minimum diesel engine capacity 2500cc approved by the Engineer for his exclusive use, inclusive of the first 5000km per vehicle month. Vehicle to revert to the Contractor at the end of the project.	Veh Month	48		
1.14	E.O item 1.13 for total aggregated mileage in excess of 5000 km per vehicle per month.	Km	36,000		
1.15	Allow a Prime Cost Sum of Kshs. 8,400,000 for the RE's miscellaneous account to be spent in whole or part as directed by the RE against receipts.	PC Sum	1	8,400,000.00	
1.16	E.O. item 1.15 for Contractor's overheads and profits.	%			
1.17	Allow a Prime Cost Sum of Kshs. 24,000,000 for attendance upon the Resident Engineer' staff.	PC Sum	1	24,000,000.00	
1.18	E.O. item 1.17 for Contractor's overheads and profits.	%			
1.19	Provide, erect and maintain publicity signs as directed by the Engineer.	No	0		
1.20	Allow for Prime Cost Sum of Kshs. 2,000,000.00 for training of Engineers	PC Sum	1	2,000,000.00	
1.21	E.O. item 1.20 for Contractor's overheads and profits.	%			
	Bill No. 1 Total Carried Forward to Grand Summary				

ANNEX 2

**SECTION IX: SPECIAL CONDITIONS OF CONTRACT, Tender
No. RWC/1058**

Condition	GCC Clause	Data
Procuring Entity's Name and Address	1	Kenya Rural Roads Authority, P.O. Box 48151 – 00100, NAIROBI, KENYA.
Time for Completion	1.1.4	The Time for Completion are the following: A. Construction: Thirty (30) Months B. Maintenance and Rectification during Defects Liability Period: Twelve (12) Months C. Performance Based Routine Maintenance: N/A
Engineer's Name and Address	1	Director (Roads Development), Kenya Rural Roads Authority, Barabara Plaza, Airport South Road, P.O. Box 48151 – 00100, NAIROBI, KENYA.
Electronic Transmission	1.3	Not Allowed
Time for the parties entering into a Contract Agreement	1.6	Within 35 days from the date of Letter of Award
Time for access to the site	2.1.1	Possession of Site within 14 days from the date the Contract Agreement is signed Add Paragraph 2 as follows: <i>"The Engineer SHALL issue to the Contractor an Order to Commence Works within 28 Days"</i>
	2.4.1	Delete entire paragraph and insert the following: <i>"The Employer to make necessary arrangements to pay the Contractor in a timely manner"</i>
Engineer's Authority to make Variation	3.1.2(b)(ii)	Variation would include increase in the accepted Contract amount by not exceeding ...25...% of the Contract Price.
	3.1.2	Amend the second 3.1.2 to 3.1.3 and 3.1.3 to be 3.1.4
	3.4.1	Delete the entire paragraph and replace with <i>"The Employer may at any time during the Performance of the Contract replace the Engineer"</i>
	4.1.1	Delete <i>".....design to the extent specified in the Contract....."</i>
Performance Security	4.2.2	Delete and replace with: <i>"The Contractor shall provide security in, respect of the value of the BID SUM, for his proper performance of the Contract within 28 days after receipt of the Letter of Acceptance. The Performance Security shall be in the form of a bank guarantee, as stipulated by the Employer in the Appendix to Bid. The performance security shall be denominated in the types and proportions of currencies in which the Contract Price is payable. The Contractor shall notify the Engineer when providing the Performance Security to the Employer". The security SHALL be 5% of Bid Sum.</i> <i>"If the performance security is a bank guarantee, it shall be issued either (a) by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) directly by the foreign bank that has been determined in advance to be acceptable to the Employer"</i>

Condition	GCC Clause	Data
		<i>“Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost, the Contractor, at the Engineer’s written request, shall promptly increase the value of the Performance Security by an equal percentage”</i>
	4.2.3	Replace 14 Days with 21 Days
Contractor’s Representative’s Name	4.3	Delete entire Paragraph 1 to read: <i>“The Contractor SHALL prior to the commencement date submit to the Engineer for consent name and particulars of the person the Contractor proposes to appoint as the Contractor’s representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor’s Personnel], or if the appointed person fails to act as Contractor’s Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.”</i>
	4.4.1	Delete and replace with: <i>“The Contractor may subcontract part or all of the works subject to the approval of the Employer.”</i>
	4.21.1	Delete as follows: ... <i>“by the Contractor”</i> Replace with <i>“by the Engineer”</i>
Working Hours	6.5	The normal working hours are 8am to 5pm with 1 hour lunch break for Monday to Friday and 8am to 1pm for Saturdays. The Contractor shall allow in his programme for the following public holidays per calendar year during which the Contractor shall not be permitted to work: • New Year’s Day (1st January) • Good Friday • Easter Monday • Labour Day (1st May) • Madaraka Day (1st June) • Idd Ul Fitr • Huduma Day (10th October) • Mashujaa Day (20th October) • Jamhuri Day (12th December) • Christmas Day (25th December) • Boxing Day (26th December) The Contractor shall also allow per calendar year for a further two unspecified public holidays which may be announced by the Government of Kenya with no prior notification upon which he shall not be permitted to work.
	6.7.3	Amend the second 6.7.3 to read 6.7.4
Key Personnel Name	6.9	Key Personnel: A. The key staff listed below must have minimum experience and qualifications as set out in Section III of the Tender Document. B. Key Personnel defined as the Contractor’s personnel are: Site Agent, Senior Foreman, Site Surveyor, and Foremen
Disorderly Conduct	6.11	The Engineer shall require the Contractor to remove from the works any person provided by the Contractor who in the opinion of the Engineer misconducts himself or is incompetent or negligent in proper performance of his duties or whose presence on site is considered by the Engineer to be undesirable and such person shall not be again allowed

Condition	GCC Clause	Data
		upon the Works without the Consent of the Engineer. Any person removed from the Works shall be replaced as soon as possible by a competent substitute approved by the Engineer and at the Contractor's own expense.
Prohibition of Harmful Child Labor	6.21	Delete entire paragraph and replace with: <i>"The Contractor shall not employ children at any time during the execution of the Contract"</i>
	7.3.1	Replace the <i>"Procuring Entity's Personnel"</i> with the <i>"Engineer's Personnel"</i>
Ownership of Plant and Materials	7.7	Delete as follows: <i>"Except as otherwise provided in the Contract, each item of Plant and Materials"</i> Replace with <i>"All materials for Works"</i>
Commencement of Work	8.1.1	Delete Items (b) and (d)
Defects Notification Period	13.5.1(b)(iii)	365 Days
Taking Over of the Works and Sections	10.1	The minimum length for Taking Over shall be as described in Section 107 of the Special Specifications.
	10.1.1	Delete entire paragraph
	10.1.3	Delete entire paragraph
	10.2.1	Add after <i>"Procuring Entity"</i> add <i>".....and the recommendations of the Inspection and Acceptance Committee duly appointed by the Employer"</i>
	12.3.2	Delete (a), (b) (i)
Engineer's Duties and Authority	3.1(b)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of 25% shall require approval of the Procuring Entity
Adjustments for Changes in Cost	13.8.3	Period "n" applicable to the adjustment multiplier " P_n ": <i>_ {Insert the period if different from one (1) month. if period "n" is one (1) month, insert "not applicable"}</i>
Sustainable Procurement	14.1	
Performance Security	4.2	The Performance Security shall be in the form of a <i>"Demand Bank Guarantee"</i> in the amount(s) {5} percent of the Accepted Contract Amount in the same currency(ies) of the Contract Amount.
Normal Working Hours	6.5	Eight (8) Hours per Day, 8.00am – 5.00pm, Monday - Friday
Delay damages for the Works	8.7 and 14.15(b)	Kshs. 100,000.00 per day
Maximum Amount of Delay Damages		5% of Bid Sum
Provisional Sums	13.5. (b)(ii)	<i>NONE</i>
Adjustments for Changes in Cost	13.8.4	Add as follows: <i>The basic applicable indices shall be those prevailing indices available 28days prior to last day of bid submission (Rebased 2019) as provided by the Kenya National Bureau of Statistics.</i> <i>The weightings for the indices shall be given in TABLE A.</i>
Total Advance Payment	14.2.1	10% of Contract Sum

Condition	GCC Clause	Data
Repayment Amortization Rate of Advance Payment	14.2.4	Change 30% to 20% and accepted Contract Amount of Bid Sum Delete the Provisions of (b) and replace with “The reimbursement of the lump sum advance payment shall be made by deductions from the interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches or exceeds 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached. The amount to be repaid by way of successive shall be calculated by the means of the formula: $RI = \frac{A (x - X)}{80 - 20}$ Where: RI = The amount to be reimbursed A = The amount of the advance which has been granted x = The amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not 80%. X = The amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%. With respect to the first recovery of Advance, it should be noted that where x reaches or exceeds 20%, then X will automatically have taken on the value of 20%. With each reimbursement the guarantee may be reduced accordingly.”
	14.2.6	The Employer may, upon request by the Contractor make an interest free Advance Payment to the Contractor in respect of the Works, in a lumpsum of 10% of the Contract Sum as described in the Appendix to Form of Bid. Payment of such Advance Amount will be under a separate certification by the Engineer: 1) Pursuant to Section 148 of the Public Procurement and Disposal Act 2015 (PPDA) 2015 of the Republic of Kenya, the Contractor has confirmed in writing that the Advance Payment shall only be used for purposes of securing plant, materials, or equipment for the purposes of the Contract. This confirmation shall be in form of a schedule of activities, deliverables, and payments to be made, all in relations to the Contract. 2) Provision by the Contractor of the Performance Security (Unconditional Bank Guarantee) in accordance with Clause 10 of the Conditions of Contract, and; 3) Provision by the Contractor of a Bank Guarantee (Unconditional Bank Guarantee) for the full amount of the Advance Payment which shall remain effective until the Advance Payment has been

Condition	GCC Clause	Data
		completely repaid by the Contractor out of current earnings under the Contract and certified accordingly by the Engineer. After payment of the Advance, the Contractor shall be required to provide proof of utilization of the money in compliance with (i) above within 180 days of the said payment. Should it be established that the Advance Payment has been used contrary to paragraph (i) above, or the Contractor has failed to provide evidence of utilization of the money in compliance with (i), the Advance Payment shall be recovered by recalling the Bank Guarantee. A form of Bank Guarantee acceptable to the Employer is included in the Tender Document. The Advance Payment shall be used by the Contractor exclusively for necessary expenditures and execution of works. The Advance Payment shall not be subject to retention money. Partial payment or non-payment of such Advance will not attract interest charges, claim for extension of time or any other claims by the Contractor, nor shall it form any grounds for starting and progressing with the works as per the Contract. The reimbursement of the lumpsum Advance Payment shall be made by deductions from the interim payments and where applicable, from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches or exceeds 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.
Percentage of Retention	14.3	10% of Interim Payment Certificate
Limit of Retention Money	14.3	5% of Bid Sum
	14.3.2	Delete a) and insert as follows: Payment shall be as per the works measured subject to a minimum as per Sub-Clause 14.6.2
	14.3.2	Delete the provisions of (e) and replace as follows: Designated materials as listed below: i) Bitumen and Bituminous products (with exclusion of fuels, oils and lubricants) ii) Reinforcement and structural steel iii) Cement iv) Lime v) Chippings vi) Aggregates vii) Flex beam guard rails The materials on site shall not exceeding 75 percent of the value.
	14.4.1	Delete entire paragraph
	14.4.2	Amend quarterly to monthly
	14.6.1	<u>Delete Entire paragraph</u>
Minimum Amount of Interim Payment Certificates	14.6.2	In accordance with Table B below.
	14.7.1	Delete (a)
Publishing Source of Commercial Interest Rates for Financial	14.8	Delete and replace with: <i>"In the event of the failure of the Employer to make payment within the times stated, the Employer shall make payment to the Contractor of</i>

Condition	GCC Clause	Data
Charges in Case of Delayed Payment		<i>simple interest at a rate equal to two percentage points above the average lending rates obtained from Central Bank of Kenya.”</i>
Maximum Total Liability of the Contractor to the Procuring Entity	17.6	Delete from the first sentence “.... loss of any contractor for....”
Periods of Submission of Insurance	18.1	21 Days
a. Evidence of Insurance		21 Days
b. Relevant Policies		21 Days
Maximum Number of Deductible for Insurance of the Procuring Entity’s Risks	18.2.4(d)	
Minimum Amount of Third* Party Insurance	18.3	Kenya Shillings Fourteen Million [KShs. 14,000,000.00]
Arbitration with National Contractors	20.5.1	Delete and replace with: <i>“If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. 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.</i> <i>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> <i>i) Association of Consulting Engineers of Kenya</i> <i>ii) Institution of Engineers of Kenya</i> <i>iii) Nairobi Centre For International Arbitration</i> <i>An Arbitrator appointed by the above institution shall be a registered Civil Engineer specializing as a roads/ highways engineer with 15 years post registration experience which must include contract management”</i>
The Place of Arbitration	20.6.2	The place of adjudication/arbitration shall be within the Republic of Kenya as designated by the Adjudicator/Arbitrator

ANNEX 3

**TABLE A: APPROXIMATE WEIGHTINGS FOR PRICE
ADJUSTMENT**

Table A: Approximate Weightings for Price Adjustment

<i>Description of Index</i>	<i>Sources of Indices</i>	<i>% Range of Weighting</i>	<i>Base Indices – 28 days prior to the date of Bid Submission</i>	<i>Bidders Proposed Weighting</i>
Fixed (“A”)	KNBS	50		
Labour	KNBS	5 – 10		
Fuels & Lubricants	KNBS	10 – 15		
Cement	KNBS	5 – 15		
Reinforcement & Steel Products	KNBS	1 – 3		
Paving Grade Bitumen	KNBS	20 – 25		
Total				100%