

# REPUBLIC OF KENYA



## KENYA RURAL ROADS AUTHORITY

### ROADS 2000 STRATEGY

#### ROUTINE MAINTENANCE AND SPOT IMPROVEMENT OF

**A1 NAPEIMABATI – LOROO – LOMIL (ROAD U-G82777A) (22%)**

**[ Open ]**

**CONTRACT No. KeRRA/011/TUR/39/19/20-556**

**FINANCIAL YEAR 2019/2020**

#### **BID DOCUMENT:**

FORM OF BID

APPENDIX TO FORM OF BID

INSTRUCTIONS TO BIDDERS

CONDITIONS OF CONTRACT

SCHEDULES OF SUPPLEMENTARY INFORMATION

SPECIFICATIONS

BILLS OF QUANTITIES

**December, 2019**

**AG. DEPUTY DIRECTOR**

**KeRRA, TURKANA REGION,**

**P.O BOX 113 – 30500,**

**TURKANA**

**DIRECTOR GENERAL**

**KeRRA,**

**P.O BOX 48151-00100,**

**NAIROBI**

## **FY 2018-2019 ROUTINE MAINTENANCE OF ROADS IN LOIMA CONSTITUENCY**

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

The Authority invites bids from eligible construction companies registered with the National Construction Authority (NCA) above Category NCA 1 - 8 for the Routine Maintenance and Spot Improvement of projects indicated below to be funded through RMLF Allocation for Loima Constituency: Scope of Work

The scope of works shall be indicated in the respective tender document.

### **Qualification for Tendering**

#### **Mandatory Requirements**

The following must be submitted together with bid:

- 1. Pre-Tender Site visit is MANDATORY slated for 21st January, 2020**
2. Copy of Certificate of incorporation
3. Copy of PIN/VAT Registration Certificate
4. Copy of Valid Registration Certificate with the National Construction Authority in the classes specified above and valid practicing license
5. Copy of Valid Tax Compliance Certificate (Will be verified on the KRA TCC Checker)
6. Copy of Valid Single Business Permit
7. Copy of recent CR 12 form (Issued within the last 12 months from the Tender Opening Date) and clear copies of National Identification Card (s)
8. Current Sworn Affidavit not more than 3 months from the tender opening date notarized by Commissioner of Oath (see **iv** below).
9. Bidders shall **sequentially serialize** all pages of each tender submitted from the 1<sup>st</sup> page to the last page

#### **Other Requirements**

As specified in the tender documents covering the following:-

- (i) Copy of Valid Certificate of Registration for access to government procurement opportunities, from The National Treasury or County Governments (For Disadvantaged groups; women, youth and Persons with Disability (Certificates may be verified from the issuing Agencies) – For works reserved or must be Prequalified in Turkana East Constituency
- (ii) Prequalified in Loima Constituency (except YW&PwD registered company(ies)
- (iii) Similar previous experience where applicable (exempted for YWD)
- (iv) Professional and Technical Personnel.
- (v) Current work load.

- (vi) Litigation history (provide sworn affidavit) should have been sworn within 3 months of the tender opening date)
- (vii) Eligibility
  - a) To enhance equity, bidders shall bid for a maximum of **three (3)** Tenders under this Tender Notice. Bidders who participates in more than three tenders shall be disqualified.
  - b) Director (s) bidding with majority shareholding under different companies for the same tender shall be disqualified
  - c) Only those bidders registered / prequalified shall bid for the respective tenders (Except where tender is reserved)
  - d) Any form of Canvassing will lead to disqualification

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

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

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

A complete set of tender documents may be obtained free of charge at [www.kerra.go.ke](http://www.kerra.go.ke) or hard copies upon payment of a non – refundable fee of KShs. 1,000 (One thousand shillings only) deposited into:

**KCB Acc. Name: KeRRA-AIA**

**Acc. No: 1114343196**

**Branch: Moi Avenue, Nairobi**

Completed bid documents should be submitted to:-

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

The Tenders will be opened promptly at or before **11.00 a.m. 3rd February, 2020** in the presence of Tenderers' representatives who choose to attend the opening at Regional Office. **Late or incomplete Tenders shall not be accepted and returned unopened.**

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

**Supply Chain Department**  
**Turkana Region**

## FORM OF BID

(NOTE: The Appendix forms part of the Bid. Bidders are required to fill all the blank spaces in this form of Bid and Appendix)

NAME OF CONTRACT: .....

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

Sir,

1. Having examined the Conditions of Contract, Specifications, Bills of Quantities, and Drawings for the execution of the above-named works we, the undersigned, offer to construct and install such works and remedy any defects therein in conformity with the said Bills of Quantities, Conditions of Contract, Specifications and Drawings for the sum of

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

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

2. We undertake, if our bid is accepted, to commence the works within twenty-eight (28) days of receipt of the Engineer's order to commence, and to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix to Bid.
3. We agree to abide by this bid for the period of ninety (90) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that you are not bound to accept the lowest or any bid you may receive.
5. On the basis of our previous experience we are fully experienced and competent in the type of work included in this BID and we have adequate financial resources to carry out the works described within the period for completion. We are in a position to fulfil the contract for which we have Bided.

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

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

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

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

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX TO FORM OF BID

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

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

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

Item	Data
Time for Completion	180 days
Priority of Documents	The documents forming the Contract shall be interpreted in the following order of priority: the Contract Agreement and Appendix the Letter of Acceptance the Form of Tender the Conditions of Contract, Part II – Conditions of Particular Application the Conditions of Contract, Part I – General Conditions of Contract the Specifications the Drawings, (On Contract Document) the Priced Bill of Quantities
Law of Contract	Laws of the Republic of Kenya
Language	English
Provision of Site	On Commencement Date
Name and address of Employer	Director General Kenya Rural Roads Authority P.O. Box 48151 – 00100 NAIROBI
Authorised Person	General Manager (Maintenance) Kenya Rural Roads Authority P.O. Box 48151 – 00100 NAIROBI
Name and address of Engineer	The Ag. Deputy Director, Kenya Rural Roads Authority, Turkana Region, P. O. Box 113-30500, <b><u>TURKANA (KENYA)</u></b>
Name and Address of Engineer's Representative	Constituency Roads Officer, P. O. Box 113, <b><u>TURKANA (KENYA)</u></b>
Penalty to the Contractor for Employer paying workers on his behalf	10% of the amount paid to the workers.
Performance Security Amount	Required for works exceeding KShs. 10 Million
Form	As per the advert

Item	Data
Interval Updates	One (1) Month
Liquidated Damages Amount payable due to failure to complete	0.01% of Contract Price per Day to a limit of 1% of Contract Price.
Valuation of Works	Re-measurements with Bills of Quantities
Minimum Amount of Interim Payment	30% of the Contract Price excluding contingencies*
Currency of Payment	Kenya Shilling
Rate of Interest	Simple Interest at a rate of 2% above mean Base Lending Rate as issued by the Central Bank of Kenya.
Insurance	Required for works exceeding KSHs. 10 Million
Insurance ⇒ The Works, materials plants & fees- Contractor's All risks  ⇒ Third party injury to persons and damage to property  ⇒ Workers compensation (WIBA- workers injury benefits policy)	Amount of Cover The Contract Price stated in the Agreement +15%+replacement cost of equipment on site.  As per work injury benefits act 2007 laws of Kenya  As per work injury benefits act 2007 laws of Kenya
Arbitration Rules Appointing Authority Place of Arbitration	CAP 49 of the Laws of Kenya Chairman Chartered Institute of Arbitrators, Kenya Branch. KeRRA Turkana Regional Office at Turkana

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

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## **INSTRUCTIONS TO TENDERERS.**

### **1 General**

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

### **2. Tender Documents**

- 2.1 Bidders will fill only this tender document. The complete set of Tender documents comprises the documents listed below and any addenda issued in accordance with paragraph 2.4
  - (i) Instructions to Tenderers
  - (ii) Form of Tender
  - (iii) Bills of Quantities/Schedule of Rates (whichever is applicable)
  - (iv) Other documents/materials required by the Employer to be completed and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all Instructions, Forms and Specifications (to be annexed during contract signing) in the Tender documents. Failure to furnish all information required by the Tender documents may result in the rejection of the Tender.

- 2.3 A Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by electronic means at the address indicated in the letter of Invitation to Tender. The Employer shall respond to any request for clarification received earlier than seven days prior to the deadline for submission of Tenders. Copies of the Employer's response will be forwarded to all persons issued with Tender documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of Tenders, the Employer may modify the Tender documents by issuing addenda. Any addenda thus issued shall be part of the Tender documents and shall be communicated in writing or by electronic means to all Tenderers. Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 The Employer may extend, as necessary, the deadline for submission of Tenders in accordance with paragraph 4.5 below, to take account of any addenda issued.
- 2.6 The timescale given for the Completion of Works has been based on the optimum use of labour-based construction.

### 3. Preparation of Tenders

- 3.1 All documents relating to the Tender and any correspondence shall be in the English Language.
- 3.2 The Tender submitted shall comprise the following:-
  - (a) The Form of Tender;
  - (b) Standard Forms and Schedules of Supplementary Information,
  - (c) Priced Bill of Quantities initialled on each page, or Schedule of Rates (whichever is applicable)
  - (d) Any other documents/materials required by the Employer to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. **Items for which no rate or price is entered shall NOT be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates.**
- 3.4 The unit rates and prices shall be in Kenya Shillings.
- 3.5 Tenders shall remain valid for a period of **a period of One Hundred and Eighty (180) days from the Commencement Date**. However, the Employer may request the Tenderers to extend the period of validity for a specified additional period. Such a request and the Tenderers' responses shall be made in writing.
- 3.6 The Tenderer shall prepare one original of the Tender documents as described in these Instructions to Tenderers, and one copies if required by the Invitation to Tender.

- 3.7 The original shall be **typed** or **written in indelible ink** and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer who shall initial all pages of the Tender where alterations or additions have been made.

#### **4. Submission of Tenders**

- 4.1 The Tender duly **bound, completed and sealed** in an envelope shall;-

- (a) be addressed to the Employer at the address provided in the Invitation to Tender;
- (b) bear the name and identification number of the Tenderer as defined in the Invitation to Tender;  
and
- (c) provide an instruction not to open before the specified time and date for Tender opening.
- (d) If the envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender.

- 4.2 Tenders shall be delivered to the Employer at the address specified not later than the time and date specified in the Invitation to Tender.

- 4.3 The Tenderer shall not submit alternative offers unless they are specifically required in the Tender documents.

Each Tenderer may submit only one Tender. Any Tenderer who fails to comply with this requirement will be disqualified.

- 4.4 Any Tender received after the deadline for submission will be returned to the Tenderer un-opened.

- 4.5 The Employer may extend the deadline for submission of Tenders by issuing an amendment in accordance with paragraph 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

#### **5. Tender Opening**

- 5.2 The Tenders shall be opened in the presence of those Tenderers' representatives who choose to attend at the time and in the place specified in the Invitation to Tender.

- 5.2 The name of the Tenderer, the total amount of each Tender, Tax Compliance Certificate, Incorporation and PIN shall be read out and recorded in a Tender Opening register, a copy of which may on request be made available to any Tenderer. Minutes of the Tender opening, including the information disclosed to those present shall also be prepared by the Employer.

#### **6. Tender Evaluation**

- 6.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been

announced. Any effort by a Tenderer to influence the Employer's officials, processing of Tenders or award decisions will result in the rejection of the Tender.

6.2 Prior to the detailed evaluation of Tenders, the Employer shall determine if each Tender:-

- a) Meets the eligibility criteria defined in paragraphs 1.2 and 1.5.
- b) Has been properly signed;
- c) Is accompanied by the required Securities;
- d) Is substantially responsive to the requirements of the Tender documents.

6.3 The Employer will reject any Tenders deemed to be non-responsive on the above criteria.

6.4 A substantially responsive Tender is one which conforms to all the terms, Conditions and Specifications (to be annexed during contract signing) of the Tender documents, without material deviation or reservation. A material deviation or reservation is the one:-

- a) which affects in any substantial way the scope, quality or performance of the Works;
- b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract;
- c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

6.5 Tenders determined to be substantially responsive and within the Engineers Estimate will be checked for any arithmetic errors. Errors will be corrected as follows:

- (a) The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- (b) where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall prevail;
- (c) where there is a discrepancy between the arithmetically correct line item Amount, resulting from the multiplication of the Unit Rate and the Quantity, and the Amount entered, the latter shall prevail and the Unit Rate shall be adjusted accordingly.
- (d) For Lumpsum items, only the Amount will be considered, disregarding any filled in unit rate.
- (e) where there is a discrepancy between the Tender Price as stated in the Form of Tender and the Tender total in the main Summary of the Bills of Quantities, the Tender Price shall prevail. The Employer shall notify the Tenderer and request that the Tenderer agrees to the Tender Price. The Unit Rate for the Items where the discrepancy occurs shall be adjusted by the Engineer. If the Tenderer fails to accept the corrected figure the Tender shall be rejected. Any discrepancy greater than 15% of the corrected figure shall result in rejection of the Tender.

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

## **7. Award of Contract**

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

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

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

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

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

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

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

## 8. EVALUATION CRITERIA

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

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

## 9. SECTION III: QUALIFICATION CRITERIA

Qualification Criteria (in addition to schedule below)			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
<b>1. Eligibility (should be Read with Table on Qualifications and Limits below)</b>				
1.1	Eligibility	Nationality in accordance with confidential business Questionnaire in the standard forms	Must meet requirement	Refer to standard form
1.4	Registration documents	The following shall be provided; (a) Certificate of Incorporation (b) VAT & PIN Registration (c) Valid Tax Compliance Certificate (d) National Construction Authority and valid practicing license (e) recent CR 12 form (Issued within the last 12 months	Must meet requirement	

Qualification Criteria (in addition to schedule below)			Compliance Requirements	Documentation	
No.	Subject	Requirement	Single Entity	Submission Requirements	
		from the Tender Opening Date) plus IDs of directors (f) Valid Certificate of Registration for YW&PwD for RESERVED contracts (g) Authority to seek references from Tenderer’s Bankers (h) Authority for person signing the Tender (i) Proof of financial soundness (j) Pretender site visit certificate			
2. Litigation (should be Read with Table on Qualifications and Limits below)					
2.1	History of Non-Performing Contracts	1. Current Sworn Affidavit not more than 3 months from the tender opening date notarized by Commissioner of Oath 2. Non-performance of a contract did not occur within the last <b>three (3)</b> years prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the applicant have been exhausted.	Must meet requirement by itself or as party to past		
2.2	Pending Litigation	All pending litigation shall in total not represent more than fifty percent (50%)] of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must meet requirement by itself or as party to past		
3. Cash flow (should be Read with Table on Qualifications and Limits below)					
3.1	Financial Performance	Submission of audited balance sheets (see table below) for the last three [3] years to demonstrate: a. the current soundness of the applicants financial position and its prospective long term profitability, and b. capacity to have a cash flow amount as per schedule hereunder (Bank statements for the last two Months)	Must meet requirement  (a) Must meet requirement (b) Must meet requirement		
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover as per schedule hereunder calculated as total certified payments received for contracts in progress or completed	Must meet requirement		
4. Experience (should be Read with Table on Qualifications and Limits below)					
4.1	General Construction Experience	Experience under construction contracts in the role of contractor, subcontractor, or management contractor as per schedule hereunder prior to the applications submission deadline	Must meet requirement		

Qualification Criteria (in addition to schedule below)			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
4.2 (a)	Specific Construction Experience	Participation as contractor, management contractor or subcontractor, as per schedule below, that have been successfully and substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Scope of Works	Must meet requirement	
4.2 (b)		b) For the above or other contracts executed during the period stipulated in 4.2(a) above, a minimum construction experience in at least one (1) of: - Routine maintenance - Spot improvement & rehabilitation works.	Must meet requirements	
4.3	Work Methodology	Submission of a brief work methodology as per schedule below	Should demonstrate understanding of the scope of works and other general requirements	
5. Equipment Holding (should be Read with Table on Qualifications and Limits below)				
5.1	Minimum number of Equipment	The bidder must indicate the minimum the core plant and equipment considered by the company to be necessary for undertaking the project together with proof of ownership as per schedule below	Must meet the requirement	Refer to standard form
6. Current Commitment (should be Read with Table on Qualifications and Limits below)				
6.1	On-going contracts	The total value of current works on the on-going contracts must not exceed as per schedule below:	Must meet requirements	Refer to standard form

## Qualifications and Limits

No.	Registration- (Mandatory- Requirements)	Past Experience	Equipment- Holding	Average Annual- Construction- Turnover	Financial- Performance	Work- Methodology	Site Staff	Current- Commitment
<b>0-2.25-Million</b>								
1.	Use Prequalification List- from the Regions ✓NCA-7 and 8 Registration- & Practising Licences	Participation as contractor, management- contractor or subcontractor, in at least two (2)- contracts within the last five (5) years, each- with a value of at least KShs. 500,000 (five- hundred thousand), that have been successfully- and substantially completed and that are similar- to the proposed works. The similarity shall be based on the physical size, complexity, methods- /technology or other characteristics as described in the Scope of Works	<p>The bidder must indicate and- provide proof of ownership or- leasing of at least two (2)- different core- plant/equipment necessary- for undertaking the project to- completion within the completion time</p>	Proof of Bank Account	Audited accounts/Cash flow- statement: Not Applicable	Not Applicable	Not Applicable	The total value of current- works on the on-going- contracts must not exceed- Kshs. 3 million.
<b>2.25-6-Million</b>								
2.	Use Prequalification List- from the Regions: NCA-6- and above Registration &- Practising Licences	Participation as contractor, management- contractor or subcontractor, in at least two (2)- contracts within the last five (5) years, each- with a value of at least KShs. 2-Million (two- million), 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	The bidder must indicate and- provide proof of ownership or- leasing of at least two (2)- different core- plant/equipment necessary- for undertaking the project to- completion within the completion time	Minimum- average- annual- construction turnover of KShs. - 1- Million [One- million], - calculated as total- certified- payments received for- contracts in progress or- completed, within the last- three (3) years	Submission of audited balance- sheets for the last three (3)- years to demonstrate Capacity- to have a cash flow amount of- min-KShs 500,000.00- equivalent working capital	Not Applicable	Not Applicable	The total value of current- works on the on-going- contracts must not exceed- Kshs. 10 million.
<b>6-Million and 10-Million</b>								
3.	Use Prequalification- List from the Regions:- NCA-6 and above- Registration &- Practising Licence Open Tenders (10M- and above tenders)	Participation as contractor, management- contractor or subcontractor, in at least two (2)- contracts within the last five (5) years, each with- a value of at least KShs. 3-Million (three million), - 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	The bidder must indicate and- provide proof of ownership or- leasing of at least two (2)- different core- plant/equipment necessary- for undertaking the project to- completion within the completion time	Minimum- average- annual- construction turnover of- KShs. 1- Million [One- million], - calculated as total- certified- payments received for- contracts in progress or- completed, within the last- three (3) years	Submission of audited balance- sheets for the last three (3)- years to demonstrate Capacity- to have a cash flow amount of- minimum KShs 2 million- equivalent working capital	Submission of a brief Work- methodology in sufficient- detail to demonstrate the- adequacy of the bidder's proposals to meet the- technical specifications and the completion time	site staff shall possess- minimum levels set below; SITE AGENT Qualification = Dip. Civil Eng General Experience = 10 yrs Specific Experience = 7 Yrs SENIOR FOREMAN Qualification = Dip. Civil Eng General Experience = 6 yrs Specific Experience = 4 Yrs	The total value of current- works on the on-going- contracts must not exceed- Kshs. 30 million.

## CONDITIONS OF CONTRACT

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

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

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

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

## **PART II: CONDITIONS OF PARTICULAR APPLICATION**

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

### **1 GENERAL PROVISIONS**

#### **1.1 Definitions**

Add new Paragraph to sub-clause 1.1.8

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

1.1.8 (b) **"Month"** means calendar month

Add new paragraph to sub-clause 1.1.20 to 1.1.25

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

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

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

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

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

#### **1.2 Interpretation**

Add sub-clause 1.2.1 as follows

1.2.1 Words having the same meaning

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

### **4 THE CONTRACTOR**

#### **4.1. General Obligations**

Add. In particular the following obligations shall apply

Add the following new sub-Clauses:

##### **4.1.1. R2000 Strategy**

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

#### **4.1.2 Approval of Equipment**

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The Employer may demand from the Contractor reasonable proof of payment of wages to the employees.

- (b) The Employer may, upon the Contractor defaulting in payment, pay the money due, out of any funds due or which may become due to the Contractor under the Contract.
- (c) In such an event, the Contractor shall co-operate with the Employer in processing the payment of the correct amounts of money due to the labour force by submitting the relevant muster rolls, workday reports and pay-sheets, and the Contractor shall be represented at the time payments are made.
- (d) Direct payment to workers by the Employer shall attract a penalty as stated in the Appendix to cover expenses incurred in the administration of such labour payments.

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

##### **(i) Working days**

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

##### **(ii) Provision of Hand Tools**

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

##### **(iii) Safety and Health**

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

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

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

##### **(iv) Contractor to Preserve Peace**

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

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

The Contractor shall supply all water for the Works.

#### **4.1.10. Environment**

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

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

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

The Contractor shall institute on-site HIV/AIDS awareness and prevention campaigns for the duration of the Contract. This shall include the siting of information posters, the issue of condoms and also informatory meetings on site for the employees. The meetings shall be arranged with the assistance of the local health authorities and AIDS Campaign personnel, and shall be during working hours without loss of pay.

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

Add the following at the end of this clause.

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

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

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

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

Add new sub-clause to 7.1.1:

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

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

#### **7.2 Programme**

Add two new paragraphs under this Sub-Clause

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

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

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

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

## **10. VARIATIONS AND CLAIMS**

Add the following sub-clauses:

### **10.1 Permitted Variations**

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

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

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

Add the following sub-clauses:

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

The Contract shall not normally be subject to Price Adjustment. However, in exceptional and clearly identifiable economic circumstances, the Employer may consider a request from the Contractor for Price Adjustment where taxes, duties and/or basic costs for labour and specified materials have significantly increased since the commencement of the Works, as set out below,

#### **(a) Local Labour**

For the purpose of this Sub Clause:

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

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

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

#### **b) Specified Materials**

For the purpose of this Sub-Clause

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

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

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

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

(c) Overheads and Profits Excluded

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

(d) Adjustments

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

(e) Notice and Records

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

11.1.2. Exclusion of Price Adjustment for Late Completion of Works

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

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

11.1.3. Dayworks

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

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

**11.2. Interim Payments**

Add the following sub-clauses:

11.2.1. Advance Payment

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

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

11.2.2. Deductions for Re-payment of Advance Payment

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

11.2.3. The Minimum Amount of Interim Payment.

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

## **STANDARD FORMS**

### **CONTENTS:**

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

**LETTER OF ACCEPTANCE**

[letterhead paper of the Employer]

*(In the Prescribed format from the Employer)*

## TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full name of Tenderer;

.....

2. Full address of Tenderer to which Tender correspondence is to be sent (unless an agent has been appointed below);

.....

3. Telephone number (s) of Tenderer;

.....

4. Facsimile of Tenderer;

.....

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

.....

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

.....

.....

.....  
(Signature of Contractor)

.....  
(Date)

## FORM OF WRITTEN POWER OF ATTORNEY

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

.....

(Name of Tenderer's Representative in block letters)

.....

(Address of Tenderer's Representative)

.....

(Signature of Tenderer's Representative)

**\*To be filled by all Bidders.**

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

**REPUBLIC OF KENYA****CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

**Part 1 - General:**

*Business Name:* .....

*Location of Business Premises* .....

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

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

*Nature of Business* .....

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

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

.....

*Name of your Bankers* .....

*Branch*.....

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

*Your Name in full*.....

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

*\*Citizenship details* .....

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

**Part 2 (b) – Partnership**

Give details of partners as follows:

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

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

**Part 2 (c) – Registered Company**

Give details of directors as follows:

Private or public .....

State the nominal and issued capital of the company-

Nominal KShs. .... Issued KShs. ....

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

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

Part 2 (d) Interest in the Firm:

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

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

.....  
(Signature of Contractor)

.....  
(Date)

## **SCHEDULES OF SUPPLEMENTARY INFORMATION**

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

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

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

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

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

.....  
(Signature of Contractor)

.....  
(Date)

**Schedule 2: Key Personnel**

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

DESIGNATION	NAME	NATIONAL- ITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE		
			Education	General Experience (Yrs)	Relevant Experience (Yrs)
<b>Headquarters</b> Partner/Director or other key staff (give designation)					
<b>Site Office</b>  Site Agent  Deputy Site Agent/Site Engineer.  Senior Foreman  Machine supervisors  Site Surveyor  <b>Other Key Staff</b> Foremen - Earthworks					

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

I certify that the above information is correct.

.....  
(Signature of Contractor)

.....  
(Date)

**Note:** Please DO NOT attach copies of Qualification Certificates

Schedule 3: Schedule of Roadwork's carried out in the Last Two Years

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

I certify that the above works were successfully carried.

.....  
(Signature of Contractor)

.....  
(Date)

Name of Signatory:.....

**Schedule4: Schedule of Ongoing Projects**

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

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

.....  
(Signature of Contractor)

.....  
(Date)

Name of Signatory:.....

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

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

Variation of price on Labour not payable.

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

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

I certify that the above information is correct.

.....  
(Signature of Contractor)

.....  
(Date)

Name of Signatory:.....

## Schedule6: Schedule of Financial Assessment

1. Submit copies of audited profit and loss statements and balance sheet for the last three (3) calendar years with English translation where appropriate.
2. Give turnover figures for each of the last three (3) financial years. Quote in millions and decimal thereof.

Type of Work	Year 2016	Year 2017	Year 2018
	KShs.	KShs.	KShs.
Road works			
Other civil engineering works			
Other(specify)			
Total			

## SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST THREE (3) FINANCIAL YEARS

	Year 2016	Year 2017	Year 2018
	KShs.	KShs.	KShs.
1. Total Assets			
2. Current Assets			
3. Bank credit Line Value			
4. Total Liabilities			
5. Current Liabilities			
6. Net worth (1-4)			
7. Working capital (2+3-4)			

- (a) **Attach copies of financial bank statements of the last three (3) months.**

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

.....

.....

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

.....  
(Signature of Contractor)

.....  
(Date)

Name of Signatory:.....

## Schedule 7: Other Supplementary Information

1. Financial reports for the last two years and projection of next 1 year, balance sheets, profit and loss statements, auditors' reports etc. List them below and attach copies.

.....

.....

.....

2. Evidence of access to financial resources to meet the qualification requirements. Cash in hand, lines of credit etc. List below and attach copies of supporting documents. Lines of Credit should be supported by credit ratings from a recognised Credit Rating Bureau approved by the Central Bank of Kenya (Otherwise they will be assumed to be invalid).

.....

.....

.....

.....

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

.....

.....

.....

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

OTHER PARTY(IES)	CAUSE OF DISPUTE	AMOUNT INVOLVED (KShs)

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

I certify that the above information is correct

.....  
(Signature of Contractor)

.....  
(Date)

## Adjudicator's Agreement

Identification of Project:

.....  
(the "Project")

Name and address of the Employer:

.....  
(the "Employer")

Name and address of the Contractor:

.....  
(the "Contractor")

Name and address of the Adjudicator:

.....  
(the "Adjudicator")

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

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

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

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

A daily fee of .....

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

Receipts will be required for all expenses.

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

SIGNED BY .....

For and on behalf of the Employer in the presence of

Witness .....

Name .....

Address .....

Date .....

SIGNED BY .....

For and on behalf of the Contractor in the presence of

Witness .....

Name .....

Address .....

Date .....

SIGNED BY .....

For and on behalf of the Adjudicator in the presence of

Witness .....

Name .....

Address .....

Date .....

**Schedule 8: Declaration Commitment/ Pledge**

**ANTI-CORRUPTION DECLARATION**

*(Sections 62 – 67 of the PPD Act, 2015)*

I/We/Messrs.....

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

declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

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

Company Seal / Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

I/We/Messrs.....

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

declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

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

Company Seal / Business Stamp

**NON - DEBARMENT DECLARATION**

I/We/Messrs.....

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

declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

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

Company Seal / Business Stamp

## SCHEDULE 9: ENVIRONMENTAL AND SOCIAL COMMITMENT

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

I, the undersigned, [Name/s] ..... acting as the  
duly authorized representative of M/s.....  
.....

I undertake to comply, and ensure that our subcontractors, if any, comply with international environmental and labour standards consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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

duly authorized to sign Tenders for and on behalf of

\_\_\_\_\_ [Name of Tenderer] of

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

\_\_\_\_\_ [Seal or Stamp of Tenderer]

Company Seal / Business Stamp

FORM RB 1  
REPUBLIC OF KENYA

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

1.

etc.

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

1.

etc

SIGNED ..... (Applicant)

Dated on.....day of ...../...../20....

**FOR OFFICIAL USE ONLY**

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

SIGNED

Board Secretary



## Supervision Check List (1/2)

Project Title:	
Contractor:	

1. This check list is for Resident Engineer to check contractor's work execution process.  
 2. Fill in date of checking as (day/month), mark as indicated in Filling Example, and state remarks.  
 3. Put this check list in the Monthly Progress Report.

The Engineer's Representative (Project Engineer)	Date	Name	Signature
Resident Engineer			

Item		Check Point		before	During execution										after	Remarks
				Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Reason for unsatisfactory performance (Site diary No.) Corrective order by authority (Date) Excellent point to be specified	
				/	/	/	/	/	/	/	/	/	/	/		
1	Execution system in general	1-1	Works Execution Programme (including its revised version if any) is submitted before the date specified in contract document	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
		1-2	Works Execution Programme properly reflects the given specifications and site conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
		1-3	Execution procedures are in accordance with Works Execution Programme		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
2	Equipment holding	2-1	All equipment used are properly mobilized in accordance with Works Execution Programme		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
		2-2	All equipment used is well maintained during the execution of works		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
3	Contractor's in-house staff	3-1	Qualified technical staff of contractor are properly assigned as specified in Works Execution Programme		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
		3-2	Contractor's in-house key staff understand work process and schedule properly		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
		3-3	Contractor's in-house staff give technical guidance and direction to workers and operators properly and timely		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
		3-4	Communications with authority in writing is properly and timely		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4	Personnel employment	4-1	Workers and operators are deployed in accordance with Works Execution Programme		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
		4-2	Wage payment is properly made on time		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
5	Site base facilities	5-1	Office and stockyard are prepared in accordance with Works Execution Programme		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
		5-2	Site is well maintained during the work execution and cleared on completion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
		5-3	Material stored on site is properly managed during the work execution		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
6	Quality and quantity management	6-1	Material testing, structural examination, and measurements are properly and routinely conducted based on specifications and Works Execution Programme		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Filling Example : ✓ Check point is satisfactory    ■ Check point is unsatisfactory    N/A Not applicable

## Supervision Check List (2/2)

<b>Project Title:</b>	
<b>Contractor:</b>	

1. This check list is for Resident Engineer to check contractor's work execution process.  
 2. Fill in date of checking as (day/month), mark as indicated in Filling Example, and state remarks.  
 3. Put this check list in the Monthly Progress Report.

The Engineer's Representative (Project Engineer)	Signature
Resident Engineer	

Item	Check Point	before	During execution										after	Remarks
		Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date		
		/	/	/	/	/	/	/	/	/	/	/		Reason for unsatisfactory performance (Site diary No.) Corrective order by authority (Date) Excellent point to be specified
6	Quality and quantity management	6-2	Results of material testing, structural examination and measurements are within the specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		6-3	Results of material testing, structural examination, and measurements are properly compiled as reports for confirmation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7	Work scheduling	7-1	Understanding of critical path and its reflection on scheduling are proper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		7-2	Actual proceedings are periodically compared to the planned schedule described in Works Execution Programme	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		7-3	Changes caused by site conditions are properly handled to keep Works on schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		7-4	All works are completed within the contract term or within the extended term as allowed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8	Work safety management	8-1	No accident occurs to workers, operators, or third-parties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		8-2	Safety of workers and operators is considered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		8-3	Accident prevention efforts for third-parties are proper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		8-4	Traffic and site safety devices are properly installed and managed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		8-5	Temporary facilities (e.g. scaffolding) are constantly checked	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9	Environmental and social management	9-1	Environmental and social mitigation efforts (e.g. against noise, vibration, emission, and dust ) are conducted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		9-2	Waste material from site is properly disposed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		9-3	Damage to existing roads, works and services is avoided or are repaired when it occurs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		9-4	Transportation by vehicles is properly done with no overloading, and neither material falling, leakage, nor spillage.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Filling Example : ✓ Check point is satisfactory    ■ Check point is unsatisfactory    N/A Not applicable

### **3 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:**

1. Men and women should receive equal pay for work of equal value.
2. 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:**

1. 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.
2. 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;

#### **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.

Adequate notice should be given in order to reach as many people as possible.

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.

**4 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:

**A. Borrow pits and Quarries**

Possible sources of materials will be identified and the sites investigated for material extraction.

**Mitigation Measures**

The Contractor is required carry out the following:

1. Ensure that appropriate authorisation to use the proposed borrows pits has been obtained before commencing activities by seeking approval from the National Environmental Management Authority before use of any active quarry site;
2. Carry out inspection of each of the site's soil stability before excavation;
3. All borrow pits sites shall be clearly indicated on a plan and approved by the Resident Engineer;
4. Borrow pits and quarries shall be located more than 20 meters from watercourses in a position that will facilitate the prevention of storm water runoff from the site from entering the watercourse;
5. The Contractor shall give 14 days' notice to nearby communities of his intention to begin excavation in the borrow pits or quarries;
6. Prepare health and safety plan before any work on the quarries is commenced;
7. Cordon off the quarry and borrow areas to keep livestock and children off;
8. Maintain fences and "make good" of the sites afterwards.
9. The Contractor shall prepare and implement borrow pit plans and borrow pit rehabilitation plans, which would minimise the risk of erosion.
10. Topsoil shall be stripped prior to removal of borrow and stockpiled on site. This soil shall be replaced on the disturbed once the operation of the borrow site or quarry is complete;
11. The use of borrow pits or quarries for material spoil sites may be approved by the Engineer (and/or with the appropriate consent of the "landowner"). Where this occurs, the materials spoiled in the borrow pit shall be profiled to fit into the surrounding landscape and covered with topsoil;
12. Decommission the borrow pits and quarries upon completion of the Contract and reinstate the land to its natural condition by grading excavations and planting suitable saplings.

**B. Air pollution**

During construction there is going to be dust generated in these areas. Other possible sources of air pollution will arise from exhaust and engine emissions and construction machinery.

Air emissions including dust, is regarded as a nuisance when it reduces visibility, soils private property, is aesthetically displeasing or affects palatability of grazing. Dust generated by construction related activities must be minimised.

**Mitigation Measures**

1. Workers shall be trained on management of air pollution from vehicles and machinery. All construction machinery shall be maintained and serviced in accordance with the contractor's specifications;
2. Workers shall be trained on dust minimisation techniques;
3. The removal of vegetation shall be avoided until such time as clearance is required and exposed surfaces shall be re-vegetated or stabilised as soon as practically possible;
4. Do not carry out dust generating activities (excavation, handling and transport of soils) during times of strong winds. The Engineer shall suspend earthworks operations wherever visible dust is affecting properties adjoining the road;
5. Water sprays shall be used on all earthworks areas within 200 metres of human settlement. Water shall be applied whenever dust emissions (from vehicle movements or wind) are visible at the site in the opinion of the Engineer;
6. Vehicles delivering soil materials shall be covered to reduce spills and windblown dust;
7. Vehicle speeds shall be limited to minimise the generation of dust on site and on diversion and access roads;
8. Any complaints received by the Contractor regarding dust will be recorded and communicated to the Engineer;
9. Plants and all construction works should be undertaken strictly during business hours;
10. NEMA and the Ministry of Transport has published regulatory measures related to vehicle air pollution. It is anticipated that these measures will be adhered to and the law enforcers will take control;
11. Project-specific design improvements to limit motor vehicle air pollution impacts include:
  - i. The carriage way provides sufficient capacity to avoid traffic congestion, with projected increases in traffic flow;
  - ii. Avoiding steep grades and sharp curves which would promote deceleration, acceleration and shifting wherever possible;
  - iii. Planting tall, leafy, and dense vegetation along the road to filter pollutants.

**C. Noise pollution**

Road constructions generally require the use of machinery, and although these activities may be intermittent and localized, they nevertheless contribute tremendous amounts of sustained noise during equipment operation. These can degrade the human welfare and by disrupting noise sensitive areas like schools and hospitals.

**Mitigation Measures**

1. The Contractor shall keep noise level within acceptable limits and construction activities shall, where possible, be confined to normal working hours in the residential areas;
2. Schools, hospitals and other noise sensitive areas shall be notified by the Contractor at

least 5 days before construction is due to commence in their vicinity. Any excessively noisy activity shall be conducted outside of school hours, where approved by the Resident Engineer;

3. Construction workers will be required to wear ear muffs in areas exposed to excessive noise levels;
4. Equipment should be maintained regularly to reduce noise resulting from friction;
5. No unnecessary hooting by project and resident vehicles;
6. Any complaints received by the Contractor regarding noise will be recorded and communicated to the Engineer.

**D Vegetation Loss**

The proposed project roads will follow the old roads alignment during construction, only vegetation which, has encroached into the road reserve will be cleared to give way for the proposed road.

**Mitigation Measures**

1. Except to the extent necessary for establishing the construction site and carrying out the construction works, vegetation shall not be removed, damaged or disturbed nor should any unauthorised planting of vegetation take place;
2. The clearance of the site for construction purposes shall be kept to a minimum.
3. Areas to be cleared should be agreed and demarcated before the start of the clearing operations;
4. Clearing and removal of vegetation, especially at borrow sites must be carried out in such a way that damage to adjacent areas is prevented or minimised;
5. All vegetation encroaching into the road reserve must be cleared to give room for visibility;
6. Areas with dense indigenous vegetation are not to be disturbed unless required for construction purposes.

**Measurement and Payments**

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

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

Company Seal / Business Stamp

**I. SPECIFICATIONS**

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**BILL 01: PRELIMINARY AND GENERAL ITEMS**

Scope:

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

**01-50- 013 Security services**

**01-50- 014 Field Supervision**

**01-505-009 HIV Awareness Program**

**01-545-007 Environmental Management**

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

The Contractor shall institute an HIV / AIDS awareness and prevention campaign amongst his workers for the duration of the Contract. Aids awareness shall also be included in the orientation process of all workers employed on the Contract. As part of the campaign the Contractor will be required to make condoms available to his workers.

Environment problems must be identified and appropriate mitigation measures included during the preparation of the contract document. (Item 4 above).

Measurement and Payment:

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

Work Method: NA

**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 section covered by this Contract.

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

Quality Control

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

Measurement: Number

The unit of measurement shall be number of Sign Boards erected

Payment

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

**BILL 04: SITE CLEARANCE**

## Scope

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

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

Table 4.1: Site Clearing Widths

<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

**04-50-003 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 meter 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.

## BILL 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

#### 08-70-007 Construction Of scour checks ( masonry)

The Contractor shall construct scour checks using either 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.

## BILL 10: GRADING AND GRAVELLING

### Scope:

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

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

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

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

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

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

Table 10.1: Requirement for Gravel Wearing Course

GRADING REQUIREMENTS		PLASTICITY INDEX REQUIREMENTS PI		
Sieve (mm)	% by Weight Passing	Zone	Min	Max
40	100	WET: Mean annual rainfall > 500mm	5	20
28	95 – 100	DRY: Mean annual Rainfall < 500mm	10	30
20	85 – 100			
14	65 – 100			
10	55 – 100			
5	35 – 92			
2	23 – 77			
1	18 – 62			
0.425	14 – 50			
0.075	10 – 40			

  

BEARING STRENGTH REQUIREMENTS		
Traffic Commercial VPD	CBR	DCP Equivalent mm/Blow
>15	20	11
<15	15	14
CBR at 95 % MDD, Modified AASHTO and 4 days soaking		
Lower quality material (CBR 15) may be accepted if no better material can be found		

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

The Engineer shall approve quarries and the extent of their exploitation. The possible quarries shall be shown to the Contractor prior to commencement of the Works. The Contractor shall be responsible for

the acquisition of the quarry rights and shall conduct respective negotiations with landowners and affected communities.

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

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

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

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

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

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

No grading shall be carried out in dry conditions.

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

Work Method: **MB**

Quality Control

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

Measurement Unit:  $m^2$

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

Payment

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

### **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:     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.

### **10-60-003 Gravel Patching**

#### **Excavation of Gravel**

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.

Excavation and loading shall normally be by labour unless, at the request of the Contractor, the Engineer allows the use of equipment.

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

Work Method: **LB or MB**

Quality Control:

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

#### **Free haul, preparation, spreading and Compaction of Gravel**

Free haul involves the transportation of gravel material for the first 1.5 km from the quarry. The Contractor shall prepare the area to be patched by removing excessive water and loose material. The contractor shall then dump, spread and compact gravel material, in a manner to ensure a uniform thickness of the layer across the full width of the carriageway and shaped to the specified camber. Spreading also includes the removal of any oversized stones or boulders, which cannot be broken down to the required size, to spoil dumps. Gravel shall be spread within 24 hours of off-loading.

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

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

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

The Contractor shall use Equipment for haulage and **Labour** for spreading unless the Engineer instructs otherwise.

Work Method: **LB-MB**

Quality Control:

- The gravel surface width shall be checked at 100m intervals and shall have a tolerance of  $\pm 50\text{mm}$
- Trial holes shall be dug as directed by the Engineer to check the gravel thickness and shall have a tolerance of  $+ 5\text{mm} / - 20\text{mm}$
- The camber shall be checked at 50m intervals and the maximum tolerance shall be  $\pm 1\%$
- The longitudinal profile shall be checked after the compaction of each load to ensure a smooth surface with no corrugations or depressions, tolerance of  $\pm 10\text{mm}$ .
- Compaction shall show no movement of material under the roller, minimum of 6 passes.
- Compaction test standard shall be 95% MDD (AASHTO T180)

Measurement Unit:  $\text{m}^3$

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

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

## **BILL 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.

### **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.

### **PREAMBLE TO BILLS OF QUANTITIES**

1. The Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the Conditions of Contract, Specifications and the Drawings.
2. The rates and prices inserted in the Bills of Quantities are to be the full inclusive costs of the works, described under the items, complete in place and in accordance with the specifications, including costs, expenses and profits which may be required in and for the construction of the works described, together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the contract
3. The quantities set forth in the Bills of Quantities are believed to represent the works to be carried out. There is no guarantee to the Contractor that he will be required to carry out the quantities of work indicated under any one particular item or groups of items in the Bills of Quantities. The basis of payment shall be the contractor's rates and the quantities of work actually done in fulfilment of his obligation under the contract.
4. The brief descriptions of items given in the Bills of Quantities are purely for the purpose of identification and in no way modify or supersede the detailed descriptions given in the Conditions of Contract, Standard or Special Specifications.
5. A price or rate shall be entered in ink against every item in the Bill of Quantities with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
6. Please note that all prices quoted should be inclusive of all Government taxes, duties and VAT.

Road Name / Road Code  
Package No.

A1 Napeimabati – Loroo – Lomil (Road U-G82777A) (22%)  
Package: KeRRA/011/TUR/39/19/20-556

Bill of Quantities		Page: 1
	Summary	Project:
Item No.	Description	Amount (KShs)
1	General: Office administration and overheads/Preliminaries	248,500.00
10	GRADING AND GRAVELLING WORKS	
	<i>Sub Total</i>	
	VAT @ 16 %	
	<i>Total</i>	
	Contingencies (@ 0 %)	
	Carried to page on the form of Tender	

Section Name / Road Code

A1 Napeimabati – Loroo – Lomil (Road U-G82777A) (22%)

Package No:

KeRRA/011/TUR/39/19/20-556

Bill of Quantities						Page: 2	Technology
Bill No.1	General: Office administration and overheads/Preliminaries					Project:	
Item No.	Description	Units	Qty	Unit Bid Rate (KShs)	Amount (KShs)		
01-60-005	Publicity Sign Boards	KS	2	40,000.00	80,000.00		LB-MB
01-545-007	Environmental Management	KS	50000	1.00	50,000.00		LB-MB
01-50-014	Field supervision	KS	118500	1.00	118,500.00		LB-MB
	Total Carried Forward to Summary:					248,500.00	

A1 Napeimabati – Loroo – Lomil (Road U-G82777A) (22%)

[illegible]

## CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that

[Name/s]                      Mr./Mrs./Miss.....

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

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

.....

Participated in the organised inspection visit of the site of the works for the

Routine Maintenance and Spot Improvement of A1 Napeimabati – Loroo – Lomil (Road U-G82777A)  
(22%).

on this.....day of.....20.....

Signed/Certified.....

(Employer's Representative)

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

.....  
(Designation)

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