



**KENYA RURAL ROADS AUTHORITY
ISIOLO REGION**

**TENDER FOR
ROUTINE MAINTENANCE & SPOT IMPROVEMENT
OF
MOGORE-IRESABORU ROAD**

CONTRACT NO. KeRRA/011/ISL/39/027/2020-2021

BID DOCUMENT:

**INSTRUCTIONS TO BIDDERS
CONDITIONS OF CONTRACT
APPENDIX TO FORM OF AGREEMENT
FORM OF BID
SPECIFICATIONS
BILL OF QUANTITIES
DRAWINGS**

JANUARY, 2021

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

Deputy Director-Regions,
Isiolo Region,
P.O Box 528-60300,
ISIOLO.

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OPEN



KENYA RURAL ROADS AUTHORITY

INVITATION TO TENDER

28TH JANUARY, 2021

For Roads Maintenance Works in **Isiolo Region** in the **Financial Year 2019-2020 and 2020-2021**, KeRRA has Received Funds for Maintenance of the Roads listed below and invites bids from Eligible Contractors to carry out the works.

CONTRACT NO.	Road Name	Works Description	Category/ GROUP	Budget/ Estimate(kshs)	LOCATION
KeRRA/011/ISL/39/023/ 2019-2020	GODA-MERTI	Routine Maintenance	OPEN	2,773,000.00	ISIOLO NORTH
KeRRA/011/ISL/39/009/ 2020-2021	GODA-MERTI (Gothruppa Drift)	Spot Improvement	OPEN	2,139,000.00	ISIOLO NORTH
KeRRA/011/ISL/39/010/ 2020-2021	GODA-MERTI (Goda-Harwasitu)	Routine Mtce & Spot Improvement	WOMEN	2,273,000.00	ISIOLO NORTH
KeRRA/011/ISL/39/011/ 2020-2021	GOTU-BISANI BILIQO (Gotu-Kismitri)	Spot Improvement	OPEN	3,410,000.00	ISIOLO NORTH
KeRRA/011/ISL/39/012/ 2020-2021	GOTU-BISANI BILIQO (Kismitri Area)	Spot Improvement	OPEN	2,850,000.00	ISIOLO NORTH
KeRRA/011/ISL/39/013/ 2020-2021	GOTU-BISANI BILIQO (Gotu Drift)	Spot Improvement	OPEN	1,459,000.00	ISIOLO NORTH
KeRRA/011/ISL/39/014/ 2020-2021	GOTU-BISANI BILIQO (Kismitri Drift)	Spot Improvement	YOUTH	2,494,000.00	ISIOLO NORTH
KeRRA/011/ISL/39/015/ 2020-2021	LOSSESSIA-BISANI BILIQO	Routine Mtce & Spot Improvement	YOUTH	1,527,000.00	ISIOLO NORTH

Routine Maintenance & Spot Improvement of Mogore-Iresaboru 027 Road

KeRRA/011/ISL/39/016/ 2020-2021	LPUS-LONGOPITO	Routine Mtce & Spot Improvement	PWD	1,681,000.00	ISIOLO NORTH
KeRRA/011/ISL/39/017/ 2020-2021	LPUS-LONGOPITO	Routine Mtce & Spot Improvement	WOMEN	1,722,000.00	ISIOLO NORTH
KeRRA/011/ISL/39/018/ 2020-2021	GACHURU-GOTU	Spot Improvement	OPEN	1,995,000.00	ISIOLO NORTH
KeRRA/011/ISL/39/019/ 2020-2021	GACHURU-GOTU	Routine Mtce & Spot Improvement	OPEN	1,051,000.00	ISIOLO NORTH
KeRRA/011/ISL/39/020/ 2020-2021	BADANA-BILIQI	Routine Mtce & Spot Improvement	OPEN	2,280,000.00	ISIOLO SOUTH
KeRRA/011/ISL/39/021/ 2020-2021	IRESABORU- BADANA	Routine Mtce & Spot Improvement	OPEN	988,000.00	ISIOLO SOUTH
KeRRA/011/ISL/39/022/ 2020-2021	KOMBOLA-MOGORE	Routine Mtce & Spot Improvement	OPEN	2,742,000.00	ISIOLO SOUTH
KeRRA/011/ISL/39/023/ 2020-2021	KOMBOLA-MOGORE	Routine Mtce & Spot Improvement	OPEN	1,609,000.00	ISIOLO SOUTH
KeRRA/011/ISL/39/024/ 2020-2021	MODOGASHE- YAATU KUTWA	Routine Mtce & Spot Improvement	YOUTH	2,962,000.00	ISIOLO SOUTH
KeRRA/011/ISL/39/025/ 2020-2021	MODOGASHE- YAATU KUTWA	Routine Mtce & Spot Improvement	PWD	1,228,000.00	ISIOLO SOUTH
KeRRA/011/ISL/39/026/ 2020-2021	MOGORE- IRESABORU	Routine Mtce & Spot Improvement	WOMEN	2,918,000.00	ISIOLO SOUTH
KeRRA/011/ISL/39/027/ 2020-2021	MOGORE- IRESABORU	Routine Mtce & Spot Improvement	OPEN	2,519,000.00	ISIOLO SOUTH
KeRRA/011/ISL/39/028/ 2020-2021	SERICHO-YAATU KUTWA	Routine Mtce & Spot Improvement	WOMEN	1,158,000.00	ISIOLO SOUTH
KeRRA/011/ISL/39/029/ 2020-2021	IRESABORU-FOROSA	Routine Mtce & Spot Improvement	OPEN	4,197,000.00	ISIOLO SOUTH

Eligible Bidders **must** meet the following criteria, among others;

1. Have a **valid tax compliance Certificate**.
-

2. **Pre-Tender Site Visit:** Due to the Covid 19 Pandemic Health Protocols, there shall not be collective pretender site visit. Bidders are requested to familiarize themselves with sites before bidding.
3. **Valid NCA certificate and Licence.**
4. **A Bidder will bid for a Maximum of THREE (3) ROADS from this entire tender notice. Bidding for more than three (3) projects will lead to disqualification.**
5. **Bidders who were awarded projects in the Financial Year 2019-2020 are not eligible to apply for KeRRA/011/ISL/39/23/2019-2020-Goda Merti Road.**
6. **Youth, Women and People with Disabilities**, the company must be registered under the preference categories as **Women, Youth or Persons with Disabilities** and show proof of registration with the Relevant Government Agency.
7. **PWD** shall show proof of disability by registration with National Council of Persons with Disability.
8. **BIDDERS WITH ON-GOING (including as at Bid Submission date) WORKS ARE NOT ELIGIBLE FOR AWARD.**

NB: Youth, Women and Persons with Disability do not need prequalification for the Works reserved for their respective categories but should be prequalified if they wish to participate in the OPEN category.

Tender documents detailing additional requirements, specification and scope of works **Should** be obtained from **KeRRA WEBSITE; www.kerra.go.ke or ifmis supplier portal** for **FREE** from **1st February 2021**

Completed and duly serialized tender documents in **Wax sealed plain envelopes** marked with **Tender reference (KeRRA/011/ISL/39/...../2019-2020 or 2020-2021)** and description, **without bidder's identity**, should be **deposited in the Tender Box** located at the entrance to KeRRA Isiolo Region Office within Public Works Yard in Isiolo or be addressed and sent to;

**Deputy Director,
Kenya Rural Roads Authority-Isiolo Region,
P.O. Box 528-60300,
ISIOLO.**

So as to be received by **Tuesday 9th February 2021 at 10.00 am.**

Opening of bids will take place immediately thereafter in presence of a few of the Tenderers' representatives (**a maximum of 15, in compliance with the Ministry of Health Protocols**) who wish to attend.

**HEAD OF PROCUREMENT.
FOR DEPUTY DIRECTOR,
KENYA RURAL ROADS AUTHORITY, ISIOLO.**

OPEN

INSTRUCTIONS TO TENDERERS.

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 Tenderers shall include the following information and documents with their Tenders, unless otherwise stated:
 - (a) Copy of Certificate of Incorporation.
 - (b) Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)
 - (c) Valid NCA certificate.
 - (d) Valid NCA Annual Practising Licence.
 - (e) Principal place of Business for the Business.
 - (f) Authority for Employer to seek references from Tenderer's Bankers.
 - (g) Power of attorney for the person signing the Tender.
 - (h) Relevant Works methodology for execution of works.
 - (i) Tender specific anti-corruption declaration.
 - (j) Valid Business Permit.
 - (k) Key Personnel (Technical) to be engaged during execution of works by specialization.
 - (l) A schedule of Relevant Equipment proposed to be used and source, supported by document of ownership or agreement with owners of such equipment.
 - (m) Show proof of financial capacity to carry out the works (source of funds).
 - (n) **Current** (within last 3months of bidding) sworn litigation affidavit.
 - (o) Copy of **CR12** (not earlier than 12 months from date of submission) complete with copies of all Directors' National identity cards.
 - (p) Fill-in ALL the schedules provided with this tender document;
FAILURE TO FILL THE SCHEDULES PROVIDED WILL BE CONSIDERED NON-RESPONSIVE ATTACHMENTS SERVE TO SUPPORT THE SCHEDULES.
 - 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.
 - 1.5 Eligible Tenderers
 - a) The Invitation to Tender is open to all Tenderers qualified in accordance with the conditions of the Public Notice Advertisements. Only Tenders from qualified Tenderers will be accepted.
 - b) A bidder who has been awarded works in this financial year shall not be eligible for award. Only one contract per contractor in a financial year.
-

- c) A Tenderer debarred from participating in Public Procurement by the Public Procurement Oversight Authority shall not be eligible to submit a Tender.

Tender Documents

- 2.1 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) Conditions of Contract and Appendix to Conditions of Contract.
 - (iv) Specifications.
 - (v) Drawings and Road Improvement Plan.
 - (vi) Bills of Quantities/ (whichever is applicable).
 - (vii) 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 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.

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) Priced Bill of Quantities initialled on each page.
 - (c) 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. Items for which no rate or price is entered shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 3.4 The unit rates and prices shall be in Kenya Shillings.
- 3.5 Tenders shall remain valid for a period of **120 days** from the date of submission. 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 to be submitted. 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.
- 3.7 **The ENTIRE tender submitted SHALL be serialised in ascending order at the top or bottom of the page and the last page marked as "LAST".**
- 3.8 A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:
- a) Are associated or have been associated in the past directly or indirectly with employees or agents of the Procuring Entity or a member of a board or committee of the Procuring Entity;
 - b) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the works under this Invitation for Tenders;
 - c) Have controlling shareholders in common; or
 - d) Receive or have received any direct or indirect subsidy from any of them; or
 - e) Have the same legal representative for purposes of this Tender; or
 - f) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - g) Submit more than one Tender in this Tendering process; however, this does not limit the participation of subcontractors in more than one Tender, or as Tenderer and subcontractor simultaneously.
- A Tenderer will be considered to have a conflict of interest if they participated as a consultant in the preparation of the design or technical specification of the project and related services that are the subject of the Tender.
- 3.9 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. All pages of the Tender, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender. The bid document shall be spiral/book bound.
- 3.10 In the event of a necessity to make alteration, a bidder shall make a single stroke of the text to be amended and write the correct text; no overwriting or whiting out.
-

Submission of Tenders

- 4.1 The Tender duly 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.
- 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.
- 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.

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 and the total amount of each Tender 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.

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 Evaluation process shall be carried out in Four stages namely;
- (i) Preliminary stage.
 - (ii) Instruction to bidders' responsiveness.
 - (iii) Technical evaluation/Post Qualification
 - (iv) Financial/Commercial evaluation.
-

Determination of Responsiveness

- 6.3 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 6.4 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.
- 6.5 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Bids exceeding the estimate will not be evaluated. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.
- 6.6 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.
- 6.7 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 substantially responsive to the requirements of the Tender documents.
 - d) The Tender is valid for the requisite period.
- The Employer will reject any Tenders deemed to be non-responsive on the above criteria.
- 6.8 A substantially responsive Tender is one which conforms to all the terms, Conditions and Specifications 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.
- 6.9 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall prevail;
-

- (b) 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.
- (c) for Lumpsum items, only the Amount will be considered, disregarding any filled in unit rate.
- (d) 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.

6.10 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.

Post-qualification of Tenderer/Due diligence

The Procuring Entity will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily.

The determination will take into account the Tenderer's previous performance. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, as well as such other information as the Procuring Entity deems necessary and appropriate.

An affirmative determination will be a pre-requisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Procuring Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

7 Award of Contract

- 7.1 The award will be based on post-qualification criteria.
 - 7.2 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated Tender Price.
 - 7.3 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.
 - 7.4 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 will state the tender sum 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.
-

SECTION 7 SCHEDULE 2: FINANCIAL STANDING

- 1 Submit copies of audited profit and loss statements and balance sheet for **at least** the last one year-EXCEPT FOR NEW COMPANY.
- 2 Give turnover figures of the financial year(s). Quote in millions and decimal thereof.

	Year 1	Year 2
	Ksh.	
Roadworks		
Other civil Engineering works		
Other (specify)		
Total		

SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST ONE (1) FINANCIAL YEAR.

	Year 1	Year 2
	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) Name/Address of Commercial Bank providing credit line

.....

- (b) Total amount of credit line KShs.....

Attach certified copies of **financial bank statements of the last One year** or

Attach a certified copy of **Undertaking of the Bank to providing the credit.**

OTHER SUPPLEMENTARY INFORMATION

1. Financial reports for the one (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 (**to cover 2 certificates**) etc. List below and attach copies of supporting documents (MANDATORY)

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

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

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

4. Information on current litigation (if any) in which the Bidder is involved.

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

I certify that the above information is correct.

.....
Date

.....
Signature of Bidder

SECTION 7 SCHEDULE 3: KEY PERSONNEL

DESIGNATION	NAME	HIGHEST QUALIFICATION	General Experience (Yrs)	Specific Experience (Yrs)
			N/A	N/A
Headquarters Partner/Directors or other key staff (give designation)				
Site Office Site Agent Senior Foreman Construction supervisors Other Key Staff Foremen (i) Earthworks (ii) Concrete (iii) Pavement (iv) Drainage				

Note: The Bidder shall list in this schedule the key personnel to be employed from the Contractor’s headquarters and from the Contractor’s site office to direct and execute the work together with their qualifications (academic & professional), experience, position held.

Bidders shall attach Signed and Certified CVs of all key staff.

I certify that the above information is correct.

.....
 (Signature of Bidder)

.....
 (Date)

SECTION 7 SCHEDULE 4; PROPOSED EQUIPMENT.

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

Item No.	Equipment Details	Indicate Appropriate Equipment to be used
1	Motor Grader	
2	Crawler Tractor	
3	Self-propelled single drum vibrating (10Tons)	
4	Mobile concrete mixers	
5	Excavator/loader	
6	Concrete vibrators	
7	Tippers payload 10 – 15 tonnes	
8	Water tankers (10,000 litres capacity)	

The Bidder must attach certified copies of log books together with lease agreement-those to be hired, Log-book only for owned.

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

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.

OPEN

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 fulfil 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 Organisation, then the Contractor is legally bound to recognise and negotiate with the Organisation.

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.
-

Routine Maintenance & Spot Improvement of Mogore-Iresaboru 027 Road

- (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

The Performance Security shall be valid until the date of issue of the Employer's notice (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

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

Intended Construction Procedures, Order and Methods

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

Programme Updating

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

10. VARIATIONS AND CLAIMS

10.2 Permitted Variations

The Engineer is not permitted to issue Variations to a value greater than the Tender Sum.

11. CONTRACT PRICE AND PAYMENT

11.1. Valuation of the Works

11.1.1. Price Adjustment

The Contract shall not be subject to Price Adjustment.

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

Routine Maintenance & Spot Improvement of Mogore-Iresaboru 027 Road

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 of 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. Day works

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

Routine Maintenance & Spot Improvement of Mogore-Iresaboru 027 Road

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

11.3. Interim Payments

11.3.1. 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.

11.3.2. Deductions for Re-payment of Advance Payment

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

11.3.3. The Minimum Amount of Interim Payment.

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

OPEN

APPENDIX TO FORM OF AGREEMENT

This Appendix to Form of Agreement forms part of the Agreement.
 (Note: The Contractor shall Sign and Stamp this form before submitting offer.)

Name of Bidder/Contractor:.....

Item	Sub-clause	Data
Time for Completion	1.1.9	3 (Three) Months.
Priority of Documents	1.3	The documents forming the Contract shall be interpreted in the following order of priority: <ul style="list-style-type: none"> • 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, • the Priced Bill of Quantities
Law of Contract	1.4	Laws of the Republic of Kenya
Language	1.5	English
Provision of Site	2.1	On Commencement Date
Authorised Person	3.1	The Director General KeRRA
Name and Address of Employer's Representative	3.2	The Regional Manager, KeRRA P.O Box 528-60300, Isiolo.
Penalty to the Contractor for Employer paying workers on his behalf	4.1.8	10% of the amount paid to the workers.
Performance Security	4.4	Not Required.
Amount	4.4	N/A
Form	4.4	N/A
Requirements of Contractors Design	5.1	Not applicable
Programme		
⇒ Time of Submission	7.2	Within 7 days of Commencement Date
⇒ Form of Programme	7.2	Bar Char
⇒ Interval Updates	7.2.2	Monthly
Liquidated Damages	7.4	0.01% of Contract Price per Day to a limit of

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Item	Sub-clause	Data
Amount payable due to failure to complete		1% of Contract Price.
Percentage of Retention	11.4 and 11.5	N/A
Maximum Amount of Advance Payment	11.3.1	Not Applicable
Form of Guarantee for Advance Payment	11.3.1	Not Applicable
Valuation of Works	11.1.3	Re-measurements with Bills of Quantities
Repayment Schedule for Advance Payment	11.3.2	25 % instalments from the 1 st certificates.
Minimum Amount of Interim Payment/Certificate	11.3.3	20% of the Contract Value
Currency of Payment	11.7	Kenya Shillings
Rate of Interest	11.8	Simple Interest at a rate of 2% above mean Base Lending Rate as issued by the Central Bank of Kenya.
Insurance	14.1	Required-All Risk
Insurance ⇒ The Works, materials plants & fees ⇒ Contractor's Equipment ⇒ Third party injury to persons and damage to property ⇒ Workers compensation	14.1	Amount of Cover The Contract Price stated in the Agreement +15%. Full replacement cost. As per the current Laws of Kenya As per the Current Labour Laws
Arbitration ⇒ Rules ⇒ Appointing Authority ⇒ Place of Arbitration	15.3 15.3 15.3	CAP 49 of the Laws of Kenya Chairman Chartered Institute of Arbitrators, Kenya Branch. District Headquarters

..... **Signature of Bidder/Contractor**

SECTION C:

**CONTRACT DRAWINGS
AND
BILLS OF QUANTITIES / .**

OPEN

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CONTRACT DRAWINGS

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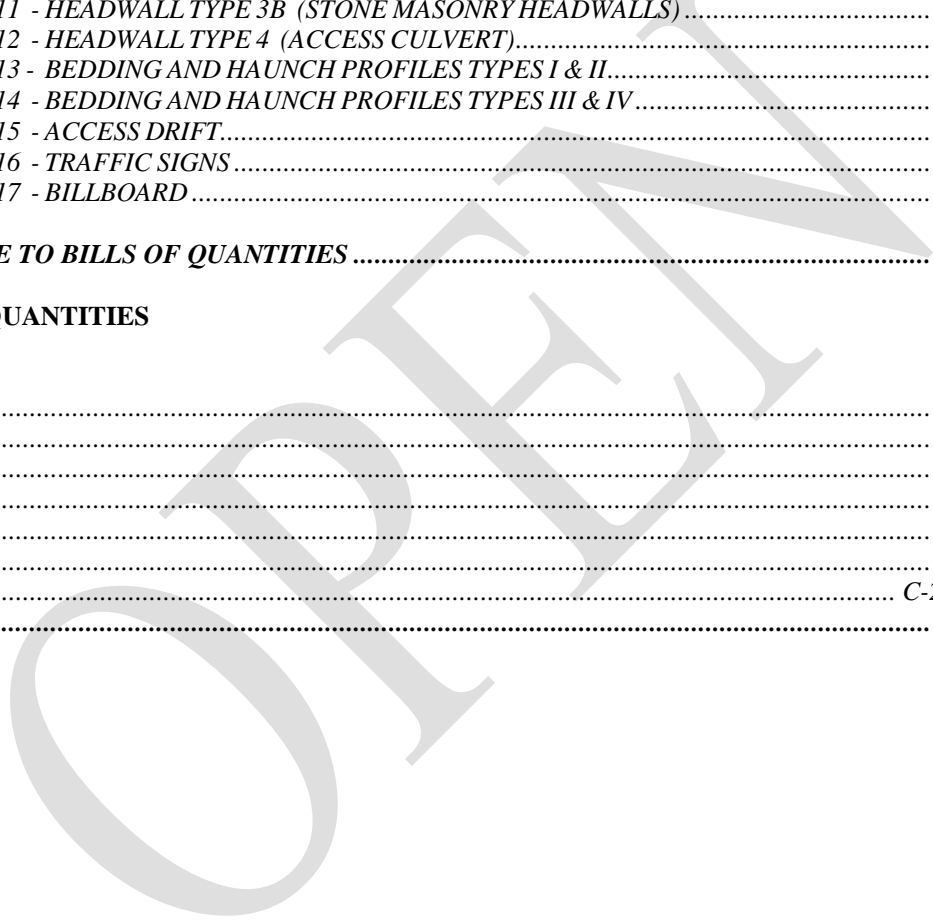


FIGURE C.1 - CROSS SECTION A (MINOR STANDARD CROSS-SECTION)

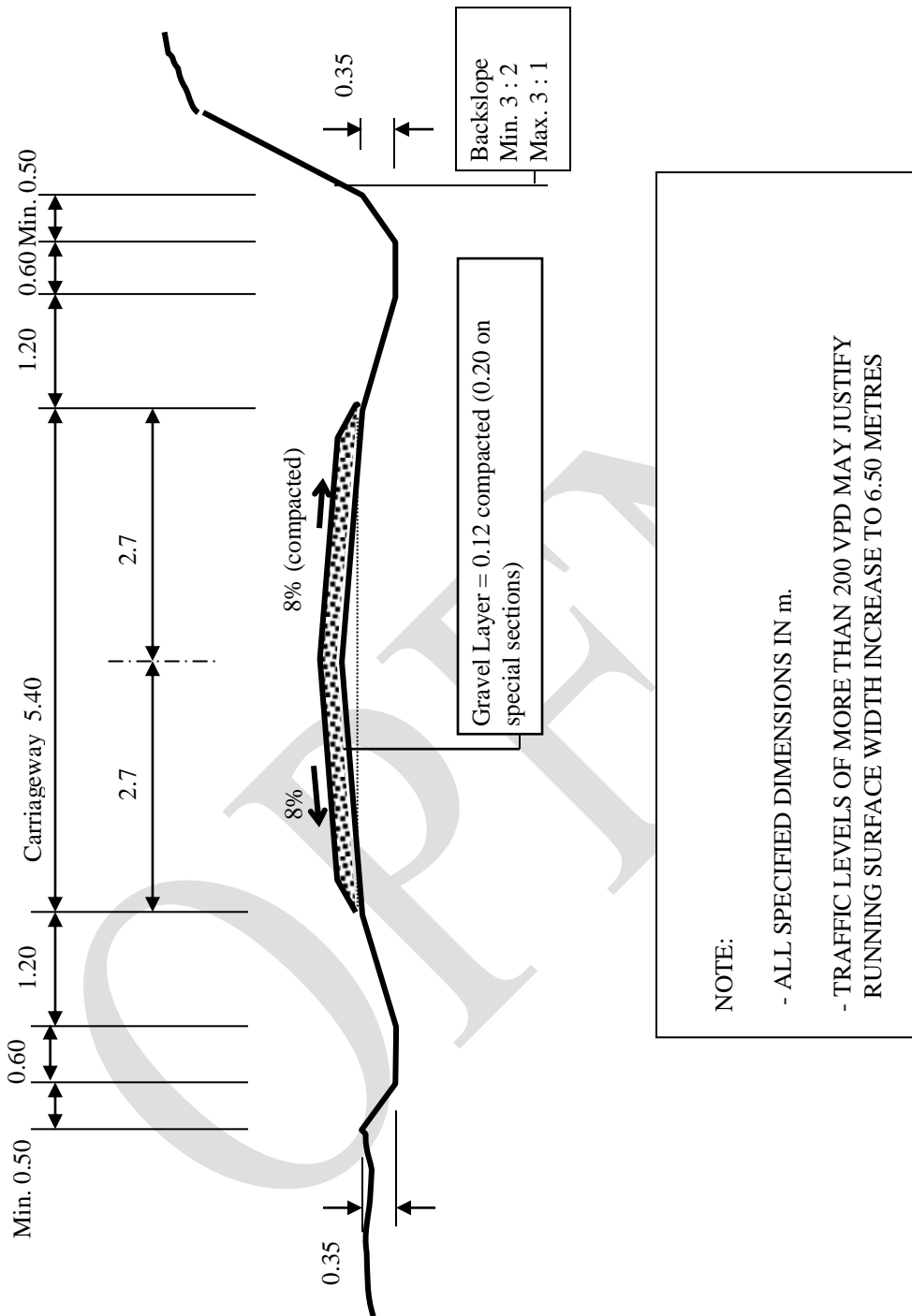


FIGURE C.3 - MITRE DRAINS

FIGURE C.2 - CROSS SECTION B (REDUCED CROSS-SECTION)

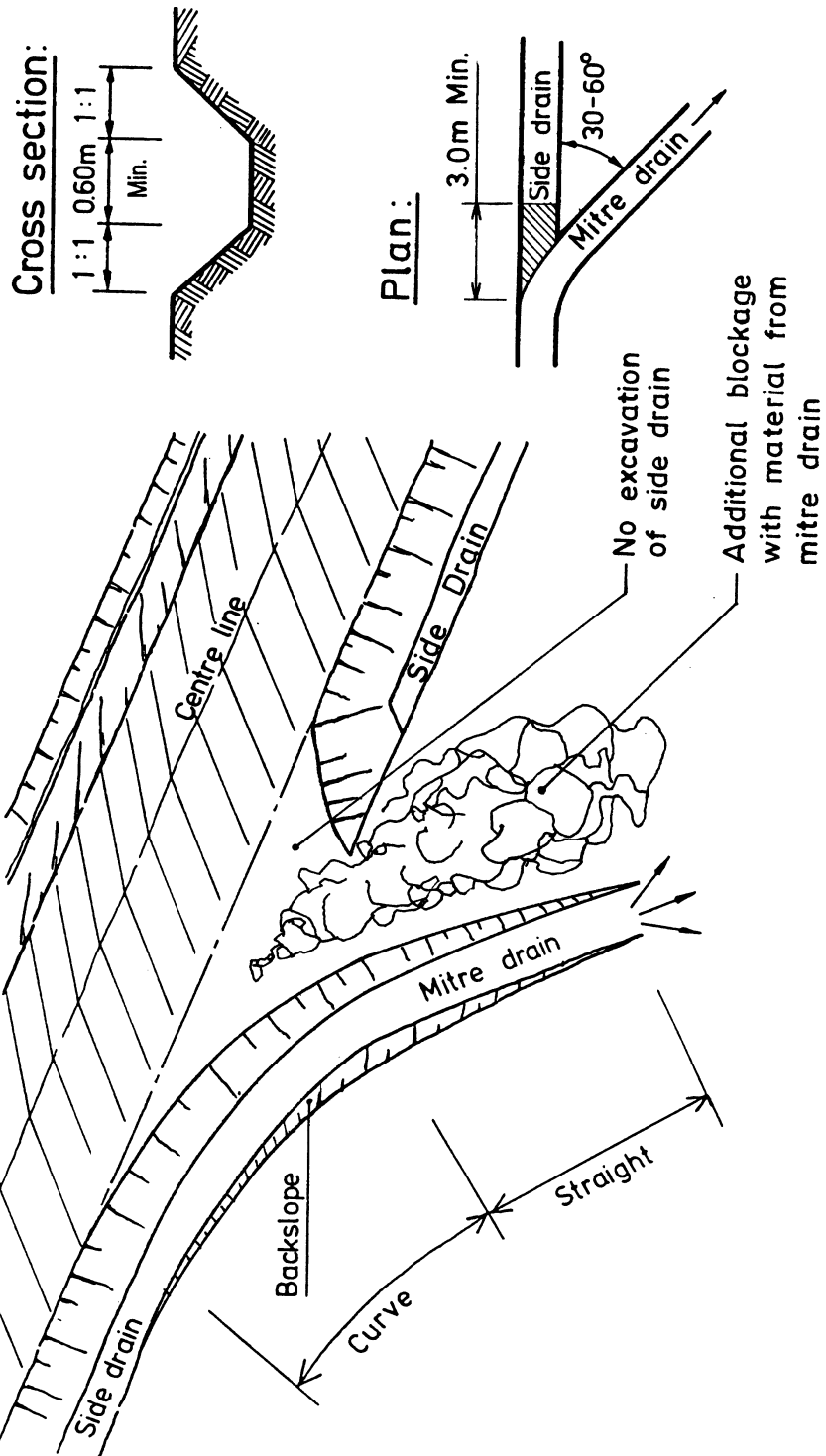


FIGURE C.4 - SCOUR CHECKS

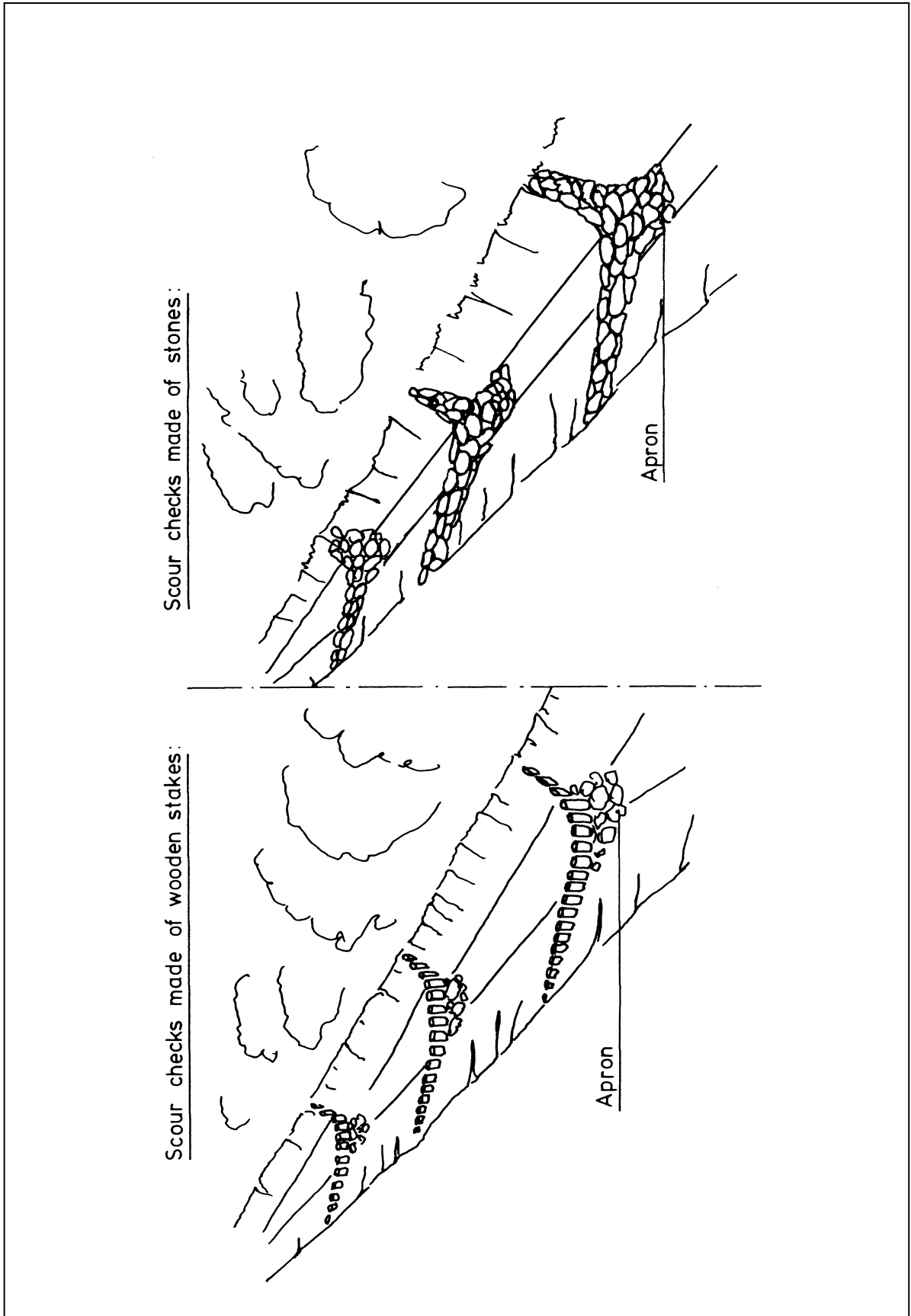


FIGURE C.5 - DIMENSIONS OF SCOUR CHECKS FOR STANDARD DRAIN

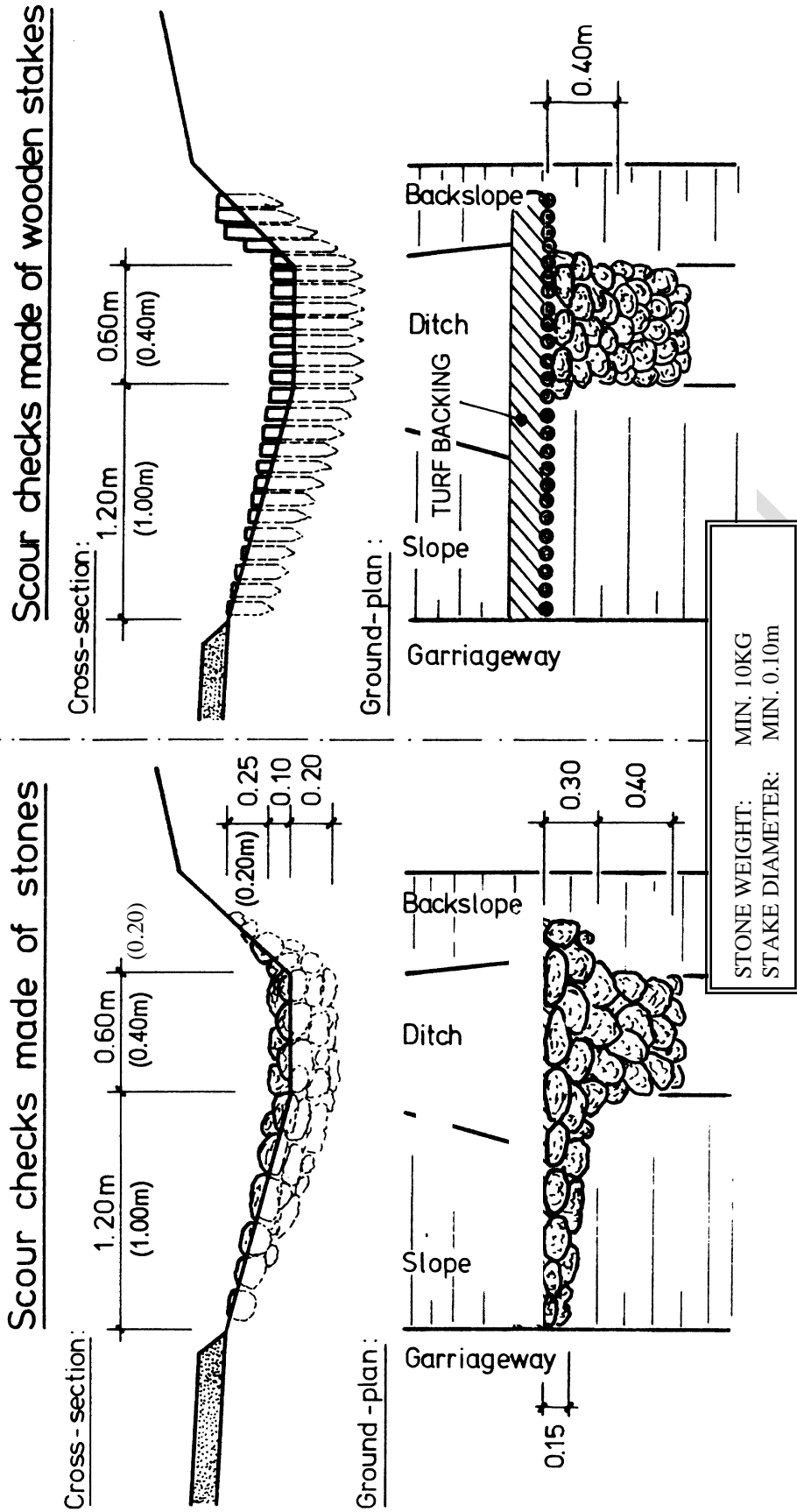
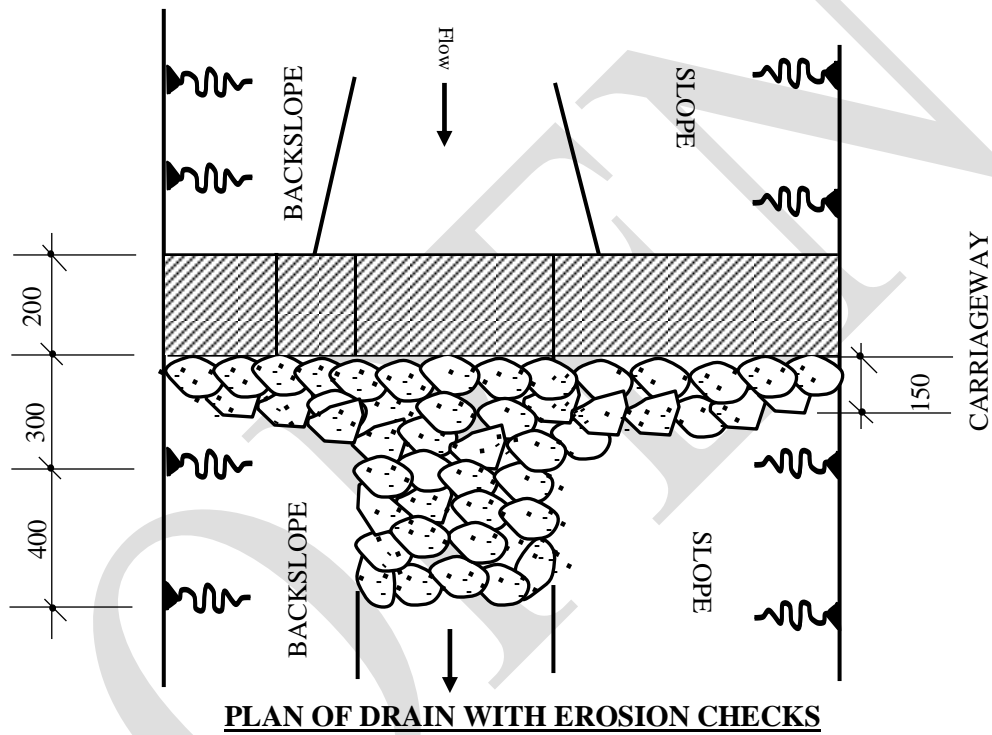
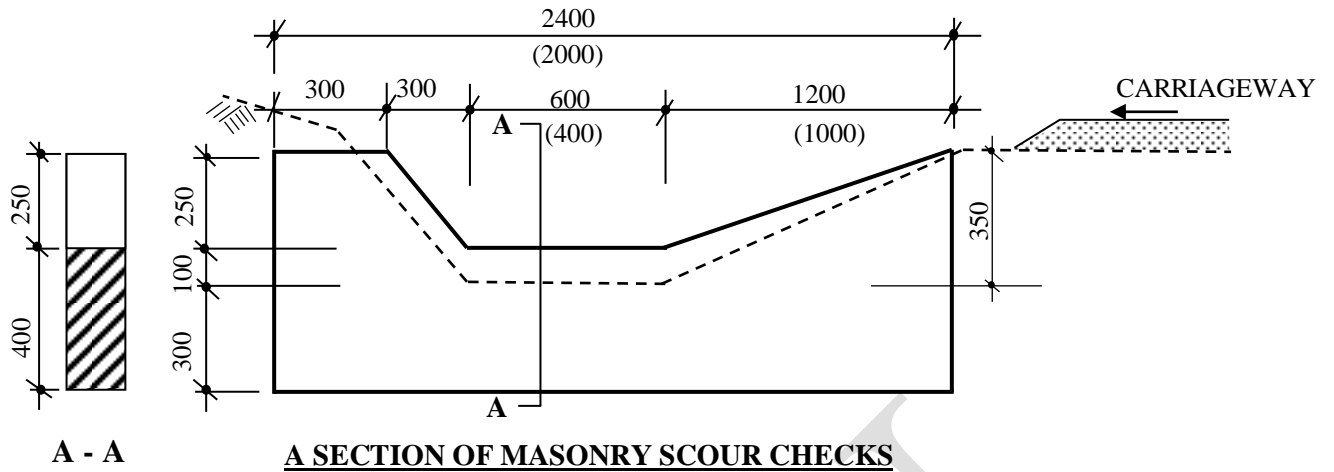


FIGURE C.6 - MASONRY SCOUR CHECKS

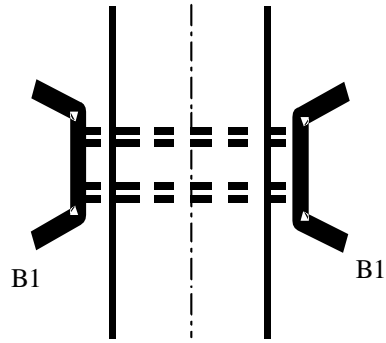


QUANTITIES TABLE

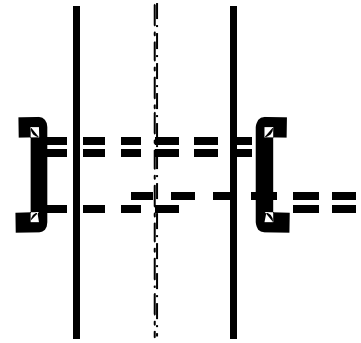
Cross-Section	Sizes in mm			Excav. (m ³)	Stone masonry (m ³)	Apron stone pitching (m ³)
	Length	Width	Depth			
A	2400	200	550	0.22	0.25	0.18
B	2000	200	500	0.18	0.2	0.14

FIGURE C.7 - CULVERT ENTRY / EXIT STRUCTURE TYPES

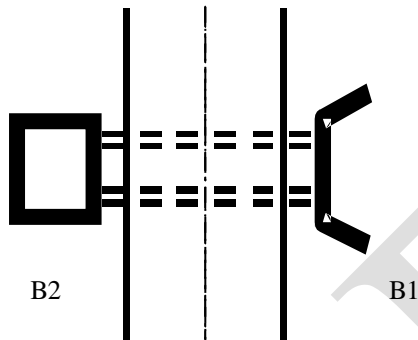
TYPE 1 (ENTRY AND EXIT)



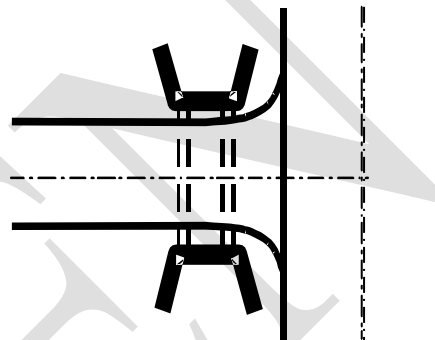
TYPE 3 (ENTRY AND EXIT)



TYPE 2 (ENTRY ONLY!)



TYPE 4 (ENTRY AND EXIT ON ACCESS)



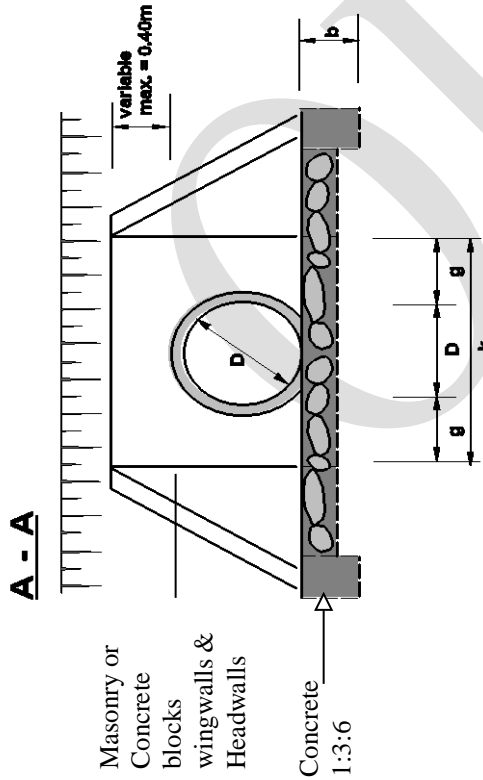
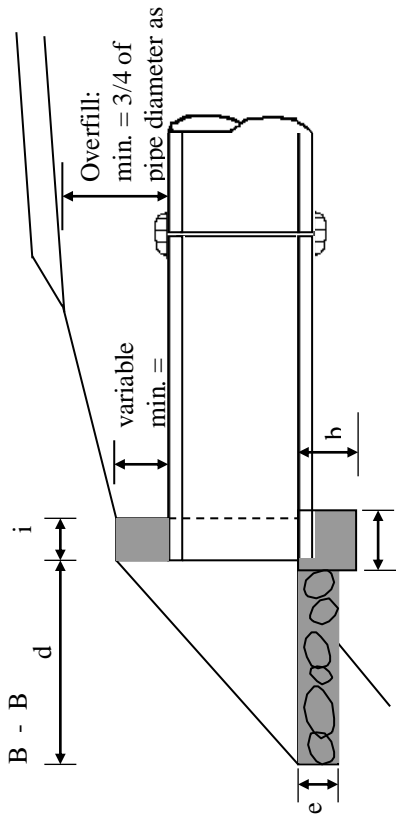
NOTE:

Coding system has been used in describing the standardised designs of the various culvert entry and exit structures. The code names consist of a number to specify shape and function as elaborated in above while the used construction materials are identified through an alphabetic symbol as follows:

- A = Concrete block
- B = Stone masonry
- C = Dressed stones

An example code of "B2" would therefore stand for a drop inlet type structure to be built in stone masonry.

**FIGURE C.8 - HEADWALL TYPE 1
(HEAD AND WINGWALLS)**



Masonry or
Concrete
blocks
wingwalls &
Headwalls

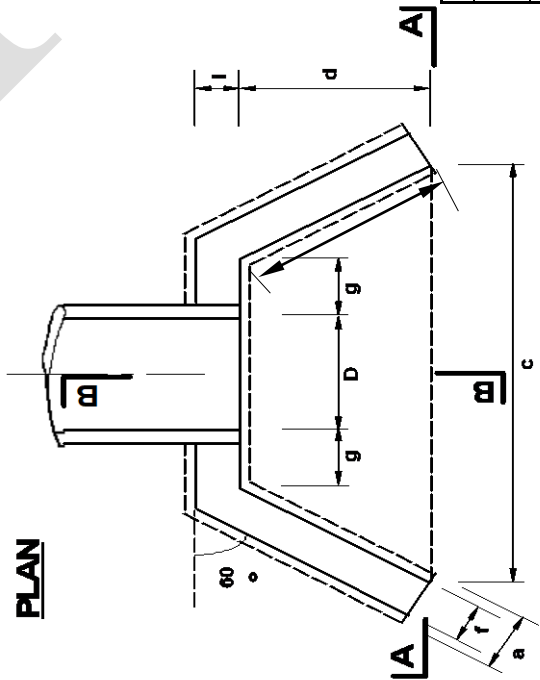
Concrete
1:3:6

Concrete
1:2:4

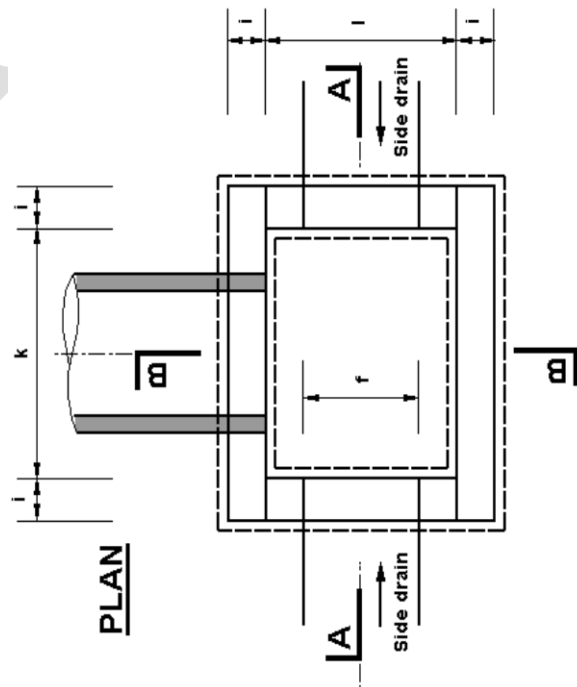
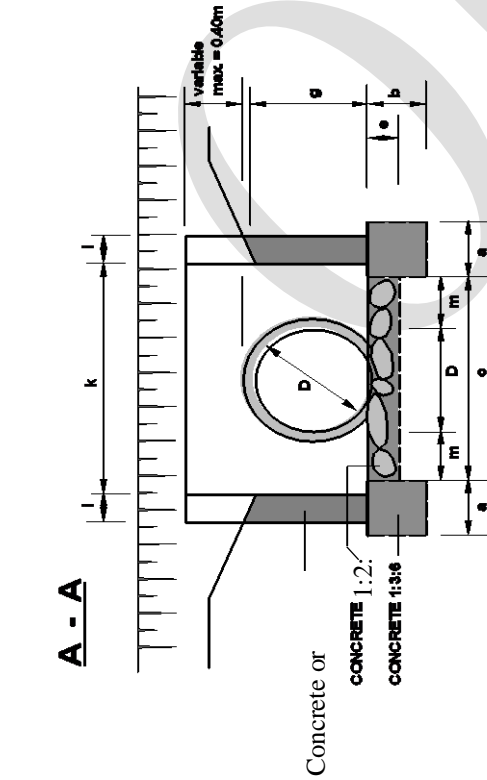
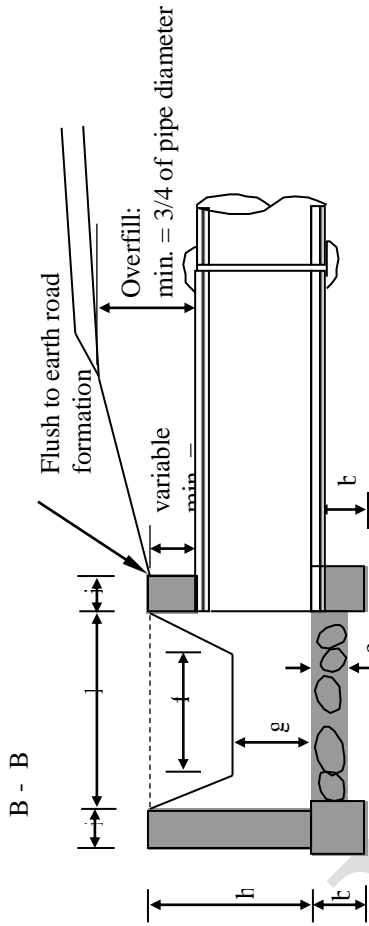
PIPE DIAMETER IN (M)		TYPE A (CONCRETE BLOCKS)			TYPE B (STONE MASONRY)		
		450	600	900	450	600	900
DIMENSION	UNIT						
a	FOUNDATION	0.30	0.30	0.30	0.40	0.40	0.60
b	FOUNDATION	0.30	0.30	0.40	0.30	0.30	0.40
c	FOUNDATION	2.20	2.35	2.89	2.20	2.35	2.89
d	APRON	1.00	1.00	1.20	1.00	1.00	1.20
e	APRON	0.20	0.20	0.20	0.20	0.20	0.20
f	WALL	0.20	0.20	0.20	0.40	0.40	0.40
g	WALL	0.30	0.30	0.30	0.30	0.30	0.30
h	WALL	1.15	1.15	1.39	1.15	1.15	1.39
I	WALL	0.20	0.20	0.20	0.40	0.40	0.40
k	APRON	1.05	1.20	1.50	1.05	1.20	1.50

MATERIAL REQUIREMENT		TYPE A (CONCRETE BLOCKS)			TYPE B (STONE MASONRY)		
FOUNDATION	(Concrete)	0.3	0.32	0.51	0.4	0.42	1.03
HEAD/WINGWALLS	(Concrete/Masonry)	0.4	0.47	0.67	0.8	0.93	1.35
APRON	(Concrete)	0.33	0.36	0.53	0.33	0.36	0.53

CULVERT PIPES	
X-SECTION WIDTH	No. of Pipes
4.50	6.00
5.50	7.00
6.50	8.00



**FIGURE C.9 - HEADWALL
TYPE 2 (DROP INLET)**



DIMENSIONS AND MATERIAL REQUIREMENTS

DIMENSION	UNIT	TYPE A (CONCRETE BLOCKS)		TYPE B (STONE MASONRY)		
		450	600	450	600	900
a	FOUNDATION	0.30	0.30	0.30	0.40	0.40
b	FOUNDATION	0.30	0.30	0.30	0.30	0.30
c	FOUNDATION	1.10	1.10	1.40	1.20	1.50
d	APRON	0.90	0.90	0.90	1.00	1.00
e	APRON	0.20	0.20	0.20	0.20	0.20
f	DROP INLET	0.60	0.60	0.60	0.60	0.60
g	DROP INLET	0.30	0.40	0.60	0.30	0.60
h	DROP INLET	0.60	0.80	1.20	0.60	1.20
I	DROP INLET	0.20	0.20	0.20	0.40	0.40
k	DROP INLET	1.20	1.20	1.50	1.20	1.50
l	DROP INLET	1.00	1.00	1.00	1.00	1.00
m	DROP INLET	0.38	0.30	0.30	0.38	0.30
MATERIAL REQUIREMENT						
FOUNDATION (Concrete)		0.47		0.52		0.79
HEAD/WINGWALLS (Concrete/Masonry)		0.53		1.11		2.61
APRON (Concrete)		0.24		0.30		0.30

FIGURE C.10 - HEADWALL TYPE 3A (CONCRETE BLOCK HEADWALLS)

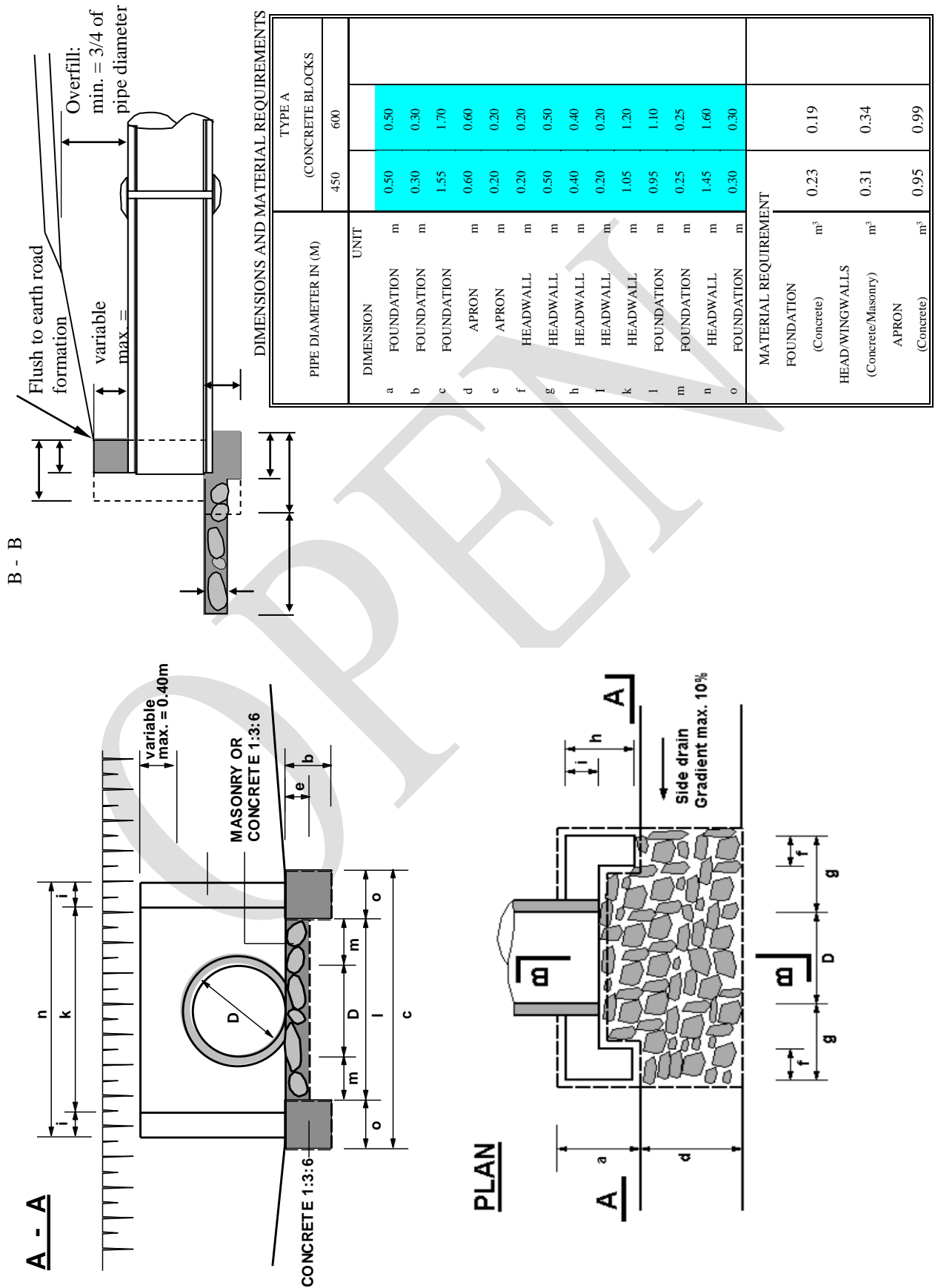


FIGURE C.11 - HEADWALL TYPE 3B (STONE MASONRY HEADWALLS)

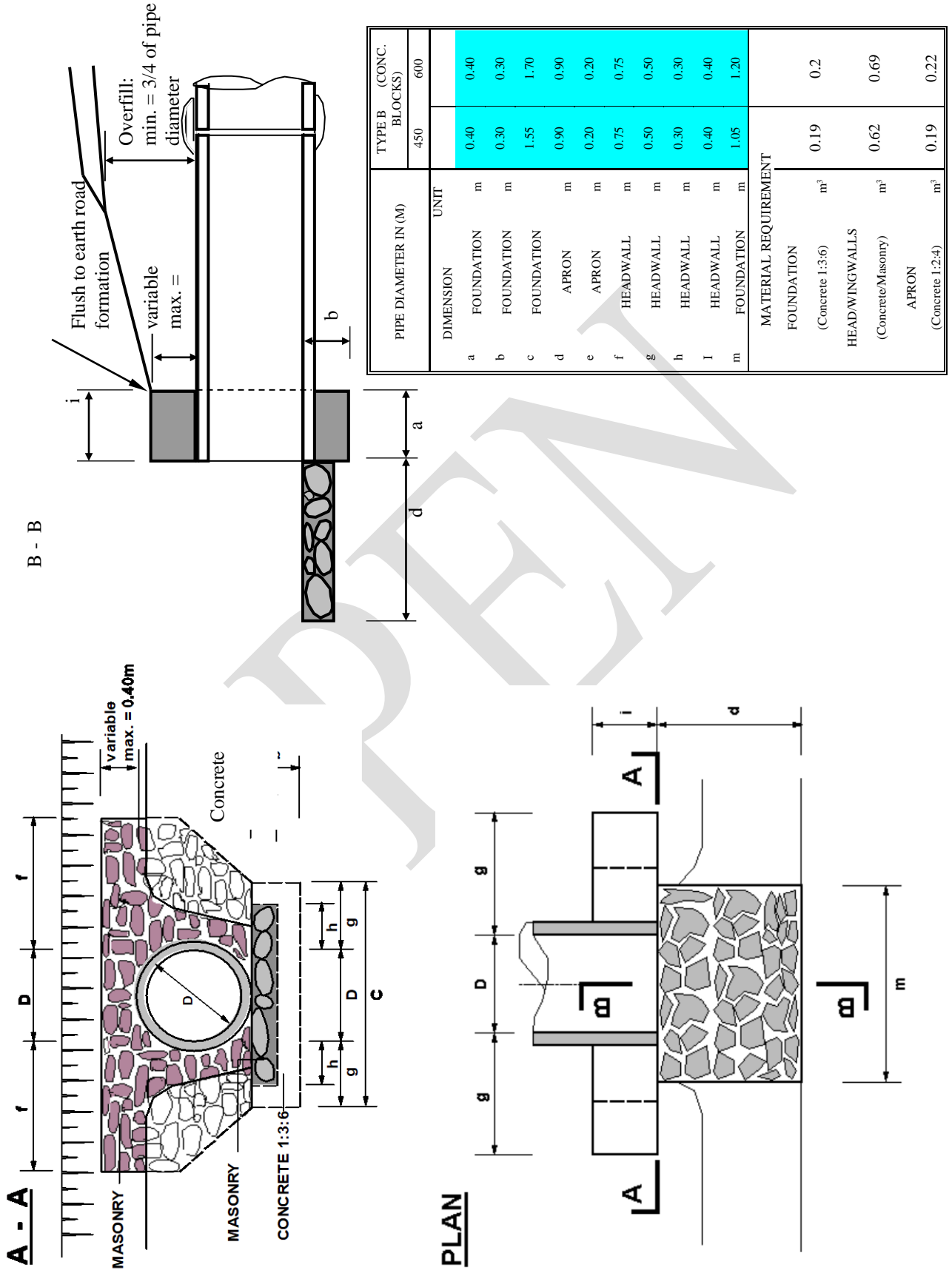


FIGURE C.12 - HEADWALL TYPE 4 (FOR ACCESS CULVERTS)

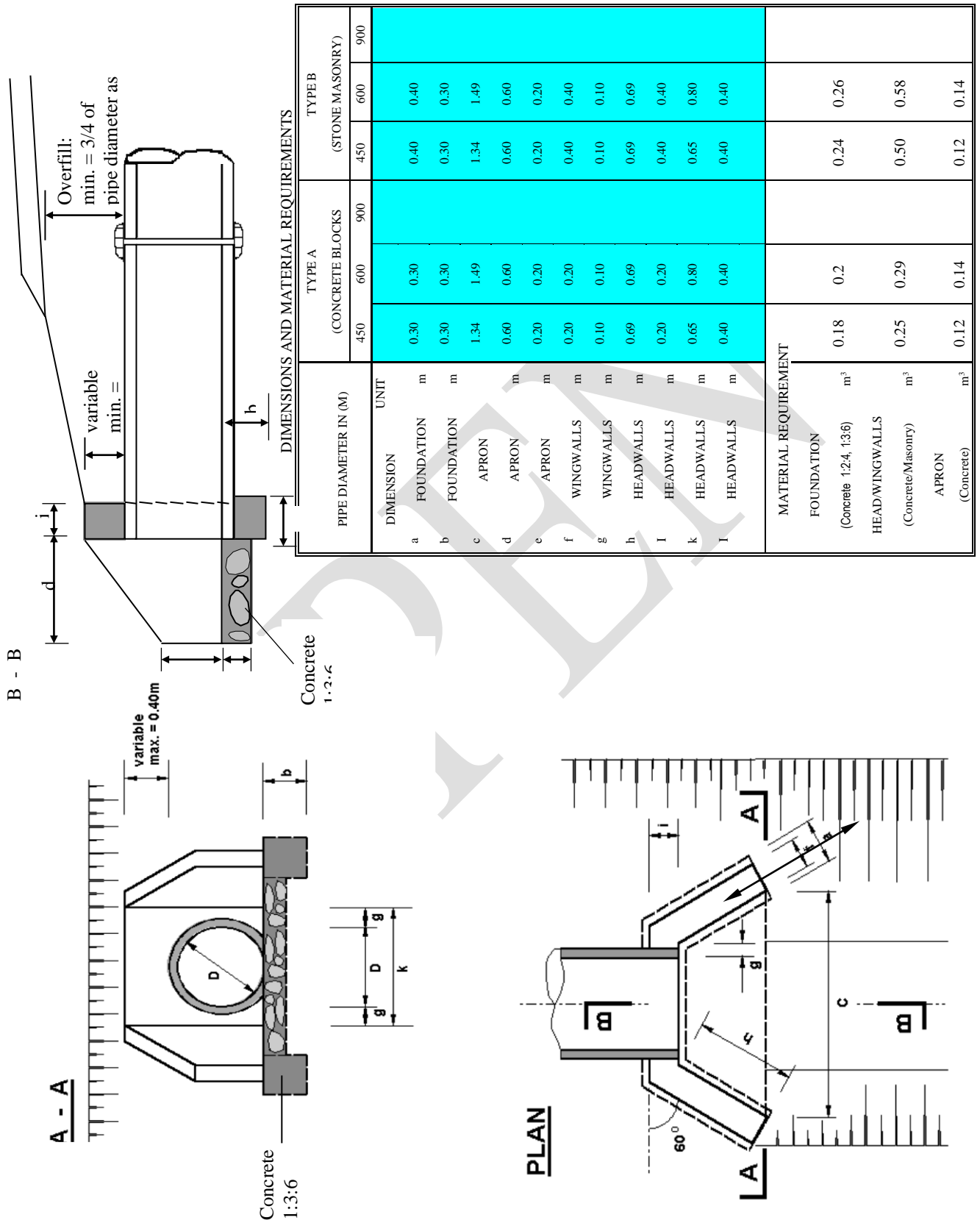
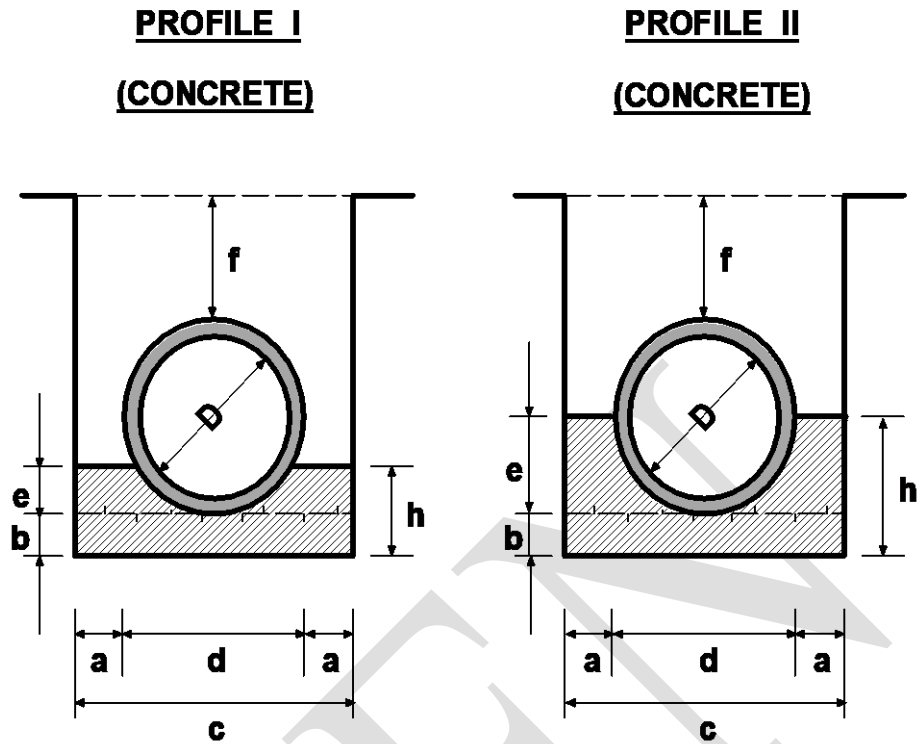


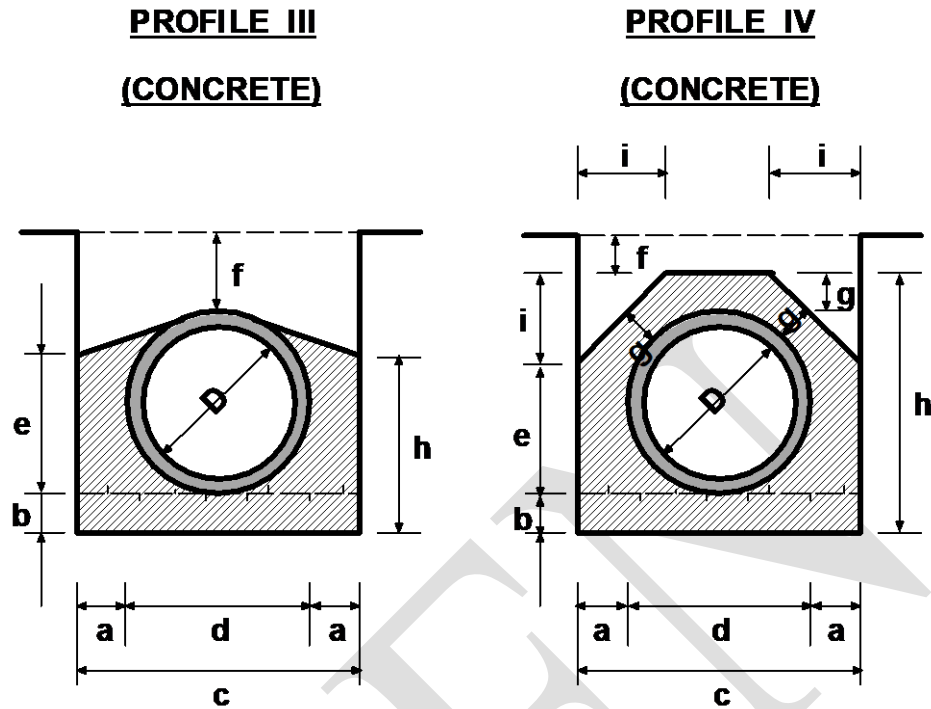
FIGURE C.13- BEDDING AND HAUNCH PROFILES TYPES I & II



Diameter (D)	450 (mm)	600 (mm)	900 (mm)
	Dimensions in (m)		
a	0.15	0.2	0.2
b	0.1	0.15	0.15
c	0.86	1.12	1.48
d	0.56	0.72	1.08
e	0.14	0.18	0.27
f (min.)	0.34	0.45	0.68
g	-	-	-
h	0.24	0.33	0.42
i	-	-	-
Concrete	Volume in (m ³ /m)		
	0.16	0.3	0.48
Application	- Fair subgrade condition; - Overfill > ¾ Diameter; - Seasonal waterflow only.		
Remarks	- Use gravel material for back/overfill.		

	450 (mm)	600 (mm)	900 (mm)
	Dimensions in (m)		
	0.15	0.2	0.2
	0.1	0.15	0.15
	0.86	1.12	1.48
	0.56	0.72	1.08
	0.28	0.36	0.54
	0.34	0.45	0.68
	-	-	-
	0.38	0.51	0.69
	-	-	-
	Volume in (m ³ /m)		
	0.2	0.37	0.56
	- Fair to poor subgrade Condition; - Overfill > ¾ Diameter; - Seasonal waterflow only.		
	- Use gravel material for back/overfill.		

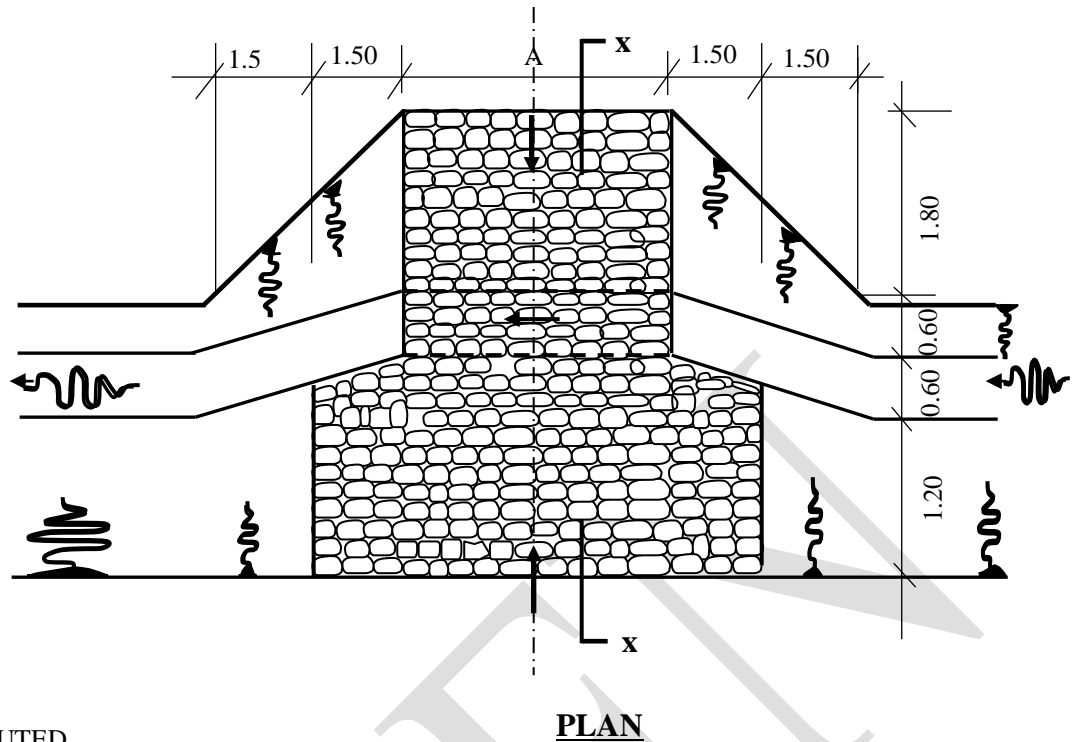
FIGURE C.14 - BEDDING AND HAUNCH PROFILES TYPES III & IV



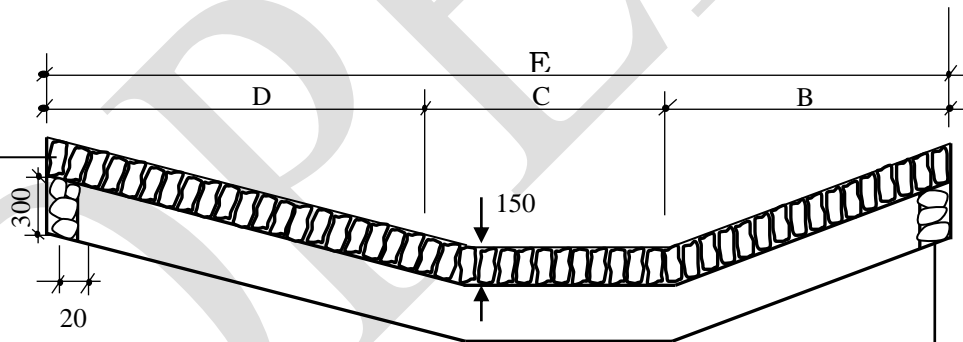
Diameter (D)	450 (mm)	600 (mm)	900 (mm)
Dimensions in (m)			
a	0.15	0.2	0.2
b	0.1	0.15	0.15
c	0.86	1.12	1.48
d	0.56	0.72	1.08
e	0.42	0.54	0.81
f (min.)	0.23	0.3	0.45
g	-	-	-
h	0.52	0.69	0.96
i	-	-	-
Concrete	Volume in (m ³ /m)		
	0.26	0.47	0.71
Application	- Fair subgrade condition; - Overfill > ¾ Diameter; - Seasonal waterflow only.		
Remarks	- Use gravel material for back/ overfill.		

	450 (mm)	600 (mm)	900 (mm)
Dimensions in (m)			
	0.15	0.2	0.2
	0.1	0.15	0.15
	0.86	1.12	1.48
	0.56	0.72	1.08
	0.46	0.52	0.78
	0.15	0.15	0.15
	0.15	0.15	0.15
	0.81	1.02	1.38
	0.28	0.35	0.45
	Volume in (m ³ /m)		
	0.37	0.61	0.92
	- Fair to poor subgrade Condition; - Overfill > ¾ Diameter; - Seasonal waterflow only.		
	- Use gravel material for back/ overfill.		

FIGURE C.15 ACCESS DRIFT



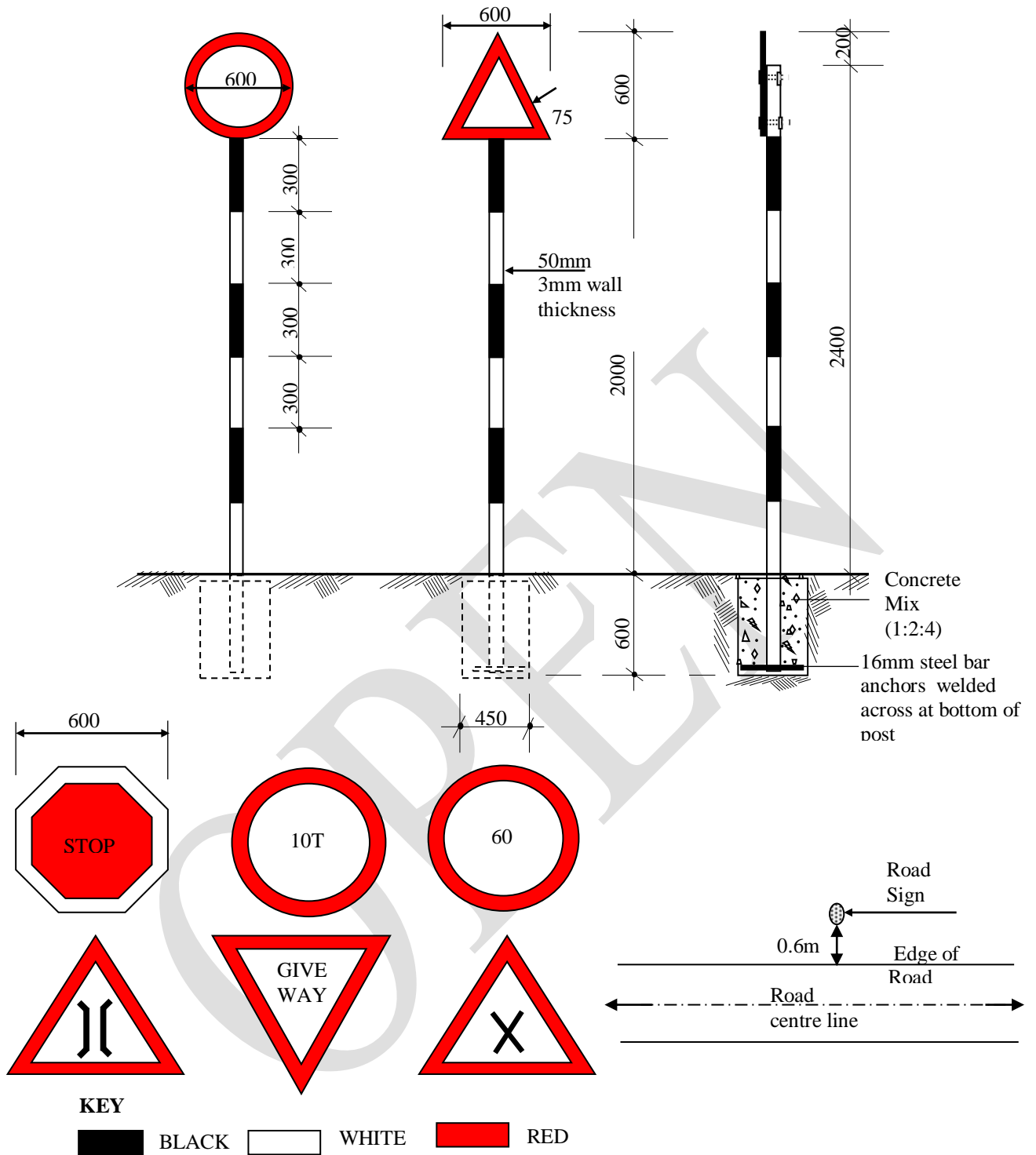
150mm GROUDED
STONE PITCHING



STONE MASONRY TOES
ON FOUR SIDES OF
STRUCTURE (200X300mm)

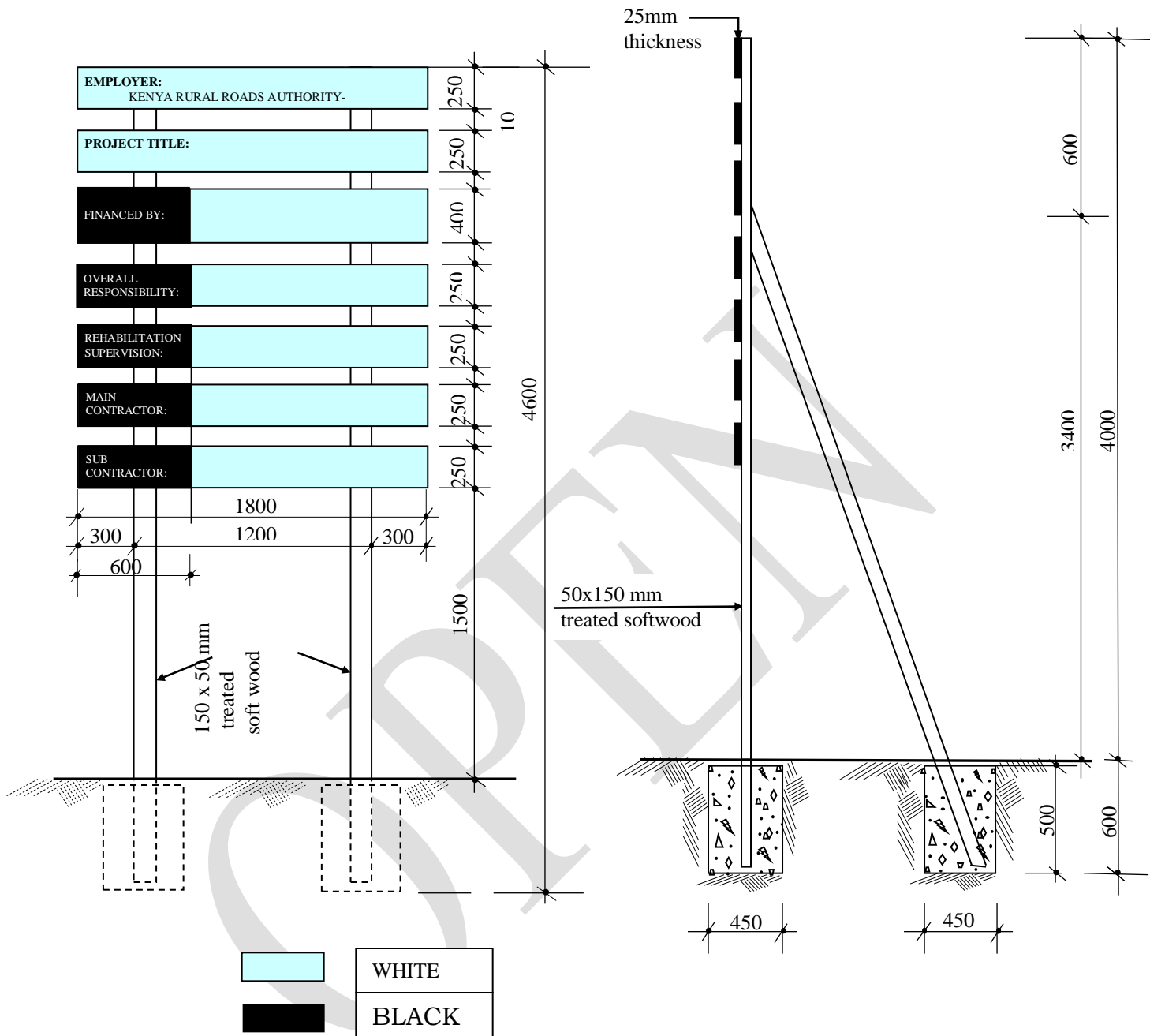
QUANTITIES TABLE								
Cross section	DIMENSIONS					Excavation (m ³)	Stone masonry (m ³)	150mm Grouted stone pitching (m ³)
	A	B	C	D	E			
A	4000	1800	600	1800	4200	7.50	1.30	21.75
	6000	1800	600	1800	4200	10.00	1.60	30.15
B	4000	1400	400	1800	3600	7.00	1.20	18.30
	6000	1400	400	1800	3600	9.00	1.50	25.50

FIGURE C.16 - TRAFFIC SIGNS



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

FIGURE C.17 - PUBLICITY SIGNBOARD



NOTES

1. The wording of the project signboard and the location to be installed to be as directed by the Engineer
2. Materials to be used for fabrication of signboard shall be pressure impregnated treated softwood timber sizes as indicated in the drawing
3. Wording boards to be nailed to the posts using nails.
4. Project board posts and struts to be embedded in concrete ratio 1:2:4

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STANDARD FORMS

FORM OF TENDER

_____ [Date]

TO: The Director General, Kenya Rural Roads Authority

Routine Maintenance and Spot Improvement **of Mogore-Iresaboru Road: Contract No. KeRRA/011/ISL/39/027/2020-2021.**

Dear Sir,

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

_____ [Amount in words]

2. We undertake, if our Tender is accepted, to commence the Works on the commencement date and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix.
3. We agree to abide by this Tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

duly authorized to sign Tenders for and on behalf of

_____ [Name of Tenderer] of

_____ [Address of Tenderer]

Witness: Name _____

Address _____

Signature _____

Date _____

QUALIFICATION INFORMATION

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full name of Tenderer;
.....
2. Full address of Tenderer to which Tender correspondence is to be sent (unless an agent has been appointed below);
.....
3. Telephone number (s) of Tenderer;
.....
4. Facsimile of Tenderer;
.....
5. Name of Tenderer's representative to be contacted on matters of the Tender during the Tender period;
.....
6. Details of Tenderer's nominated agent (if any) to receive Tender notices (name, address, telephone, telefax);
.....
.....

Signature of Tenderer

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a) or 2 (b) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

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

Nature of Business.....

Current Trade Licensee No..... Expiring date.....

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

Name of your Bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3

Part 2 (c) – Limited Company Give details of directors as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3
4

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

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

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

.....
.....

(Title)

(Signature)

(Date)

.....
Bidder's Official Stamp

ENVIRONMENTAL AND SOCIAL COMMITMENT

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

I, _____ the _____ undersigned,
..... acting as the
duly authorized representative of
.....
.....

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

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

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

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

_____ [Address of Tenderer]

_____ [Seal or Stamp of Tenderer]

FORM OF WRITTEN POWER-OF-ATTORNEY

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

.....
(Name of Tenderer in block letters)

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

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

.....
(Address of Alternate Tenderer's Representative, if any)

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



SELF DECLARATION FORM

(r.47)

FORM SD1

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

(PPADA 2015 clause 62)

I/We/Messrs.....

of Street, Building, Post Office
Box.....

being a resident ofin the Republic of
.....do hereby make a statement as follows;-

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

.....

 (Title) (Signature) (Date)

.....
BIDDER'S OFFICIAL STAMP

PREAMBLE TO BILLS OF QUANTITIES

1. The Bills of Quantities forms part of the Contract Documents and are to be read in conjunction with the instructions to Tenderers and these documents. Bidders should initial each page of the bill of quantities page.
2. The prices and rates to be inserted in the Bill of Quantities are to be the full, inclusive value of the work described under the several items including all costs and expenses which may be required in and for the execution of the work described and for the Contractor's overheads and profits and shall be within the prescribed limits. The item rates shall be compared to the engineer's rates and checked for reasonableness unacceptable deviations shall be disqualified.
3. Each item in the B/Q contains only a brief description of the proposed work. Fuller details and directions of the work to be done, the materials to be used, the standards of workmanship, methods of measurement and payment are to be found in the various sections of the Specifications.
4. The Quantities set forth in the Bill of Quantities are estimated and representing substantially the work to be carried out. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the 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.
5. Daywork items shall be expended in whole or in part at the discretion of the Employer.
6. The prices and rates inserted in the Bills of Quantities will be used for valuing the work executed, and the Engineer will only measure the whole of the works executed in accordance with this Contract.

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SPECIFICATIONS

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.

01-60-005 Publicity Sign Boards

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

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

Quality Control

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

Measurement: Number

The unit of measurement shall be number of Sign Boards erected

Payment

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

Work Method: No.

BILL 04: SITE CLEARANCE

Scope

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

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

Table 4.1: Site Clearing Widths

<i>Road Category</i>	<i>Running Surface</i>	<i>Stripping and Grubbing</i>	<i>Trees, Stumps, Boulders</i>	<i>Bush Clearing</i>
A/B/C + Secondary Roads	6.0 m	10.6 m	10.6 m	14.0 m
D/E + Minor Roads	5.4 m	10.0 m	10.0 m	13.0 m
RAR Roads	4.5 m	7.9 m	8.0 m	11.0 m
Minor / RAR roads with insufficient widths or Temporary sections	3.5 m	6.9 m	7.0 m	9.0 m

04-50-003 Bush Clearing (Heavy)

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

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

Work Method: **LB or MB**

Quality Control

The Engineer shall check the cleared widths at 50 metre intervals

Measurement Unit: m^2

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

Payment:

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

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

Table 10.1: Requirement for Gravel Wearing Course

GRADING REQUIREMENTS	
Sieve (mm)	% by Weight Passing
40	100
28	95 - 100
20	85 - 100
14	65 - 100
10	55 - 100
5	35 - 92
2	23 - 77
1	18 - 62
0.425	14 - 50
0.075	10 - 40

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

BEARING STRENGTH REQUIREMENTS		
Traffic VPD	CBR	DCP Equivalent mm/Blow
>15	20	11
<15	15	14

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

CBR at 95 % MDD, Modified AASHTO and 4 days soaking

Lower quality material (CBR 15) may be accepted if no better material can be found
--

The Engineer shall approve quarries and the extent of their exploitation. The 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- 003: Carriageway Grading - Light Grading

Light grading shall only be done when there is sufficient moisture in the material. The Contractor shall grade the carriageway to control roughness and corrugations using either a Towed or a Motor grader. The width of the carriageway shall be as specified for the Road Class.

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

The material shall be bladed toward the centre of the road, starting from both edges, to the specified camber. Where instructed by the Engineer, suitable materials from the side drains may be used to fill potholes and gullies in the carriageway. Any further material needed to re-form the camber shall be from an approved source. Compaction shall be achieved using the wheels of the equipment, tracked evenly over the full surface, or by other approved means.

No grading shall be carried out in dry conditions.

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

Work Method: **MB**

Quality Control

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

- The camber shall be checked with a camber board at 25m intervals and shall have a tolerance of $\pm 1\%$
- Longitudinal levels shall be checked with a straight edge of minimum 2.7 m length. Maximum tolerance of ± 10 mm.

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.

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