



EUROPEAN UNION

REPUBLIC OF KENYA



Kenya Rural Roads
Authority

**IMPLEMENTATION OF GOK/EU/AFD ROADS 2000 CLIMATE PROOFED
RURAL ROADS IN ARID AND SEMI - ARID LANDS (ASAL) PROGRAMME**

GoK /EU/ AFD ROADS 2000 PROJECT – BATCH 1

**(LABOUR BASED REHABILITATION AND IMPROVEMENT, AND
PERFORMANCE BASED ROUTINE MAINTENANCE WORKS)**

TENDER NO: AFD/EU/MA/GR/03/2023-24

ROAD NO: G41188 - 03

**ROAD NAME: A2-MANYATTA JILLO-GORORUKESA-
CENTRAL CHIEF OFFICE (7.2 km)**

CLOSING DATE: _____ 2024 AT 11:00AM

OPEN

_____ 2024

DIRECTOR (PLANNING, DESIGN & ENVIRONMENT)

KENYA RURAL ROADS AUTHORITY

P.O. BOX 48151-00100

NAIROBI

DIRECTOR GENERAL

KENYA RURAL ROADS AUTHORITY

P.O. BOX 48151-00100

NAIROBI

STANDARD TENDER DOCUMENT FOR PROCUREMENT OF SMALL WORKS

**(LABOUR BASED REHABILITATION AND IMPROVEMENT,
AND PERFORMANCE BASED AND INSTRUCTED ROUTINE
MAINTENANCE WORKS)**

PART 1: TENDERING PROCEDURES

Section I: Instructions to Tenderers (ITT)

Section II: Tender Data Sheet (TDS)

Section III: Evaluation and Qualification Criteria

Section IV: Tendering Forms

PART 2: WORKS REQUIREMENTS

Section V: Drawings

Section VI: Specifications

Section VII: Bill of Quantities

PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII: General Conditions of Contract

Section IX: Special Conditions of Contract

Section X: Contract Forms

INVITATION TO TENDER**REPUBLIC OF KENYA**

KENYA RURAL ROADS AUTHORITY
P.O. BOX 48151-00100,
NAIROBI.
Email : dg@kerra.go.ke

IMPLEMENTATION OF GOK/EU/AFD ROADS 2000 CLIMATE PROOFED RURAL ROADS IN ARID AND SEMI - - ARID LANDS (ASAL) PROGRAMME**LABOUR BASED REHABILITATION AND IMPROVEMENT, AND PERFORMANCE BASED ROUTINE MAINTENANCE WORKS OF A2-MANYATTA JILLO-GORORUKESA-CENTRAL CHIEF OFFICE ROAD SECTION (7.2 KM)****TENDER NO: AFD/EU/MA/GR/03/2023-24 (7.2Km)**

1. The Kenya Rural Roads Authority (KeRRA) (hereinafter called "Client") invites sealed tenders from eligible candidates for the **Labour Based Rehabilitation and Improvement, and Performance Based Routine Maintenance of A2-Manyatta Jillo -Central Chief Office Road (7.2 km).**
2. Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. This Tender is OPEN to all citizens.
4. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours between 0900 to 1600 hours at the address given below.
The Director General,
Kenya Rural Roads Authority,
Block 'B', Barabara Plaza, off Mombasa Road,
Opposite KCAA along Airport South Road, JKIA, Nairobi.
P.O Box 48151-00100, Nairobi, Kenya.
5. Tender documents may be obtained electronically from the Authority's Website (www.kerra.go.ke). Tender documents obtained electronically will be free of charge.
6. Tender documents may be viewed and downloaded for free from the website (www.kerra.go.ke). Tenderers who download the tender document must forward their particulars immediately to procurement@kerra.go.ke to facilitate any further clarification or addendum.
7. All Tenders must be accompanied by a **Kenya Shillings Fifty Thousand Shillings Only (Kshs. 50,000)** Tender Security.
8. The Tenderer shall chronologically **serialize all pages** of the tender documents submitted.
9. Completed tenders must be delivered to the address below on or before [**2024 at 11:00am**]. Electronic Tenders **will not** be permitted.
10. Tenders will be opened immediately after the deadline date and time specified above. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
11. Late tenders will be rejected.
12. There will be a **MANDATORY pre-arranged pre-tender site visit** held on **2024 at 9:00am**

at the **Kenya Rural Roads Authority (KeRRA) Regional Office – Marsabit County**

13. The addresses referred to above are:

A. Address for obtaining further information

The officer to be contacted:

Deputy Director Supply Chain Management,

Email : procurement@kerra.go.ke

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

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

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

Regional Director,

Kenya Rural Roads Authority – Marsabit Region,

P. O. Box 365 – 60500,

Marsabit

C. Address for Opening of Tenders.

Regional Office – Marsabit County,

Kenya Rural Roads Authority – Marsabit Region,

P. O. Box 365 - 60500,

Marsabit

Deputy Director – Supply Chain Management

FOR DIRECTOR GENERAL

PART 1 - TENDERING PROCEDURES

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SECTION - I : INSTRUCTIONS TO TENDERERS

A. General Provisions

1. Scope of Tender

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

2. Fraud and Corruption

- 2.1. The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”.

The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

- 2.2. The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

- 2.3. Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

- 2.4. Unfair Competitive Advantage -Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

3. Eligible Tenderers

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

substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

- 3.3. A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
- a. Directly or indirectly controls, is controlled by or is under common control with another tenderer; or
 - b. Receives or has received any direct or indirect subsidy from another tenderer; or
 - c. Has the same legal representative as another tenderer; or
 - d. Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or
 - e. Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
 - f. any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
 - g. Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
 - h. Has a close business or family relationship with a professional staff of the Procuring Entity who:
 - i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.
- 3.4. A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved any of these practices shall be automatically disqualified.
- 3.5. A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 3.6. A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 3.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 3.7. Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

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- 3.8. Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 3.9. A Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 3.10. Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labour) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9”.
- 3.11. Pursuant to the eligibility requirements of ITT 3.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenya Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 3.12. The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.
- 3.13. The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 3.14. A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods, Equipment, and Services

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

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

5. Tenderer's Responsibilities

- 5.1. The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.
- 5.2. The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.
- 5.3. The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.
- 5.4. The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

B. Contents of Tender Documents

6. Sections of Tender Document

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

PART 1 Tendering Procedures

Section I:	Instructions to Tenderers (ITT)
Section II:	Tender Data Sheet (TDS)
Section III:	Evaluation and Qualification Criteria
Section IV:	Tendering Forms

PART 2 Works Requirements

Section V:	Drawings
Section VI:	Specifications
Section VII:	Bills of Quantities

PART 3 Conditions of Contract and Contract Forms

Section VIII:	General Conditions of Contract (GCC)
Section IX:	Special Conditions of Contract (SC)
Section X:	Contract Forms

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

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

7. Site Visit

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

8. Pre-Tender Meeting

- 8.1. The Procuring Entity shall specify in the **TDS** if a pre-tender meeting will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2. The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 8.3. Minutes of the pre-Tender meeting and the pre-arranged pretender site visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 8.4. The Procuring Entity shall also promptly publish anonym zed (no names) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pretender site visit, shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification and amendments of Tender Documents

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

10. Amendment of Tendering Document

- 10.1. At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2. Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.

- 10.3. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11. Cost of Tendering

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

12. Language of Tender

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

13. Documents Comprising the Tender

- 13.1. The Tender shall comprise the following:
- a. Form of Tender prepared in accordance with ITT 14;
 - b. Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;
 - c. Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
 - d. Alternative Tender, if permissible, in accordance with ITT 15;
 - e. Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
 - f. Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
 - g. Conformity: a technical proposal in accordance with ITT 18;
 - h. Any other document required in the **TDS**.
- 13.2. In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted.
- 13.3. The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14. Form of Tender and Schedules

- 14.1. The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.

15. Alternative Tenders

- 15.1. Unless otherwise specified in the **TDS**, alternative Tenders shall not be considered.
- 15.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 15.3. Except as provided under ITT 15.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.
- 15.4. When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

16. Tender Prices and Discounts

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

17. Currencies of Tender and Payment

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

18. Documents Comprising the Technical Proposal

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

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1. Tenderers shall complete the **Form of Tender**, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.
- 19.2. In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.
- 19.3. A margin of preference will not be allowed. Preference and reservations will be allowed, individually or in joint ventures. Applying for eligibility for Preference and reservations shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 35.2.
- 19.4. Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.
- 19.5. The purpose of the information described in ITT 19.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 19.6. The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 19.7. All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

- 19.8. If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 19.9. If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- if the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
 - if the contract has been awarded to that tenderer, the contract award will be set aside,
 - the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 19.10. If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 19.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

20. Period of Validity of Tenders

- 20.1. Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 24). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2. In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 21.1, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 20.3.
- 20.3. If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
- in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified in the **TDS**;
 - in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

21. Tender Security

- 21.1. The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.
- 21.2. If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- an unconditional Bank Guarantee issued by reputable commercial bank; or
 - an irrevocable letter of credit;
 - a Banker's cheque issued by a reputable commercial bank; or
 - another security specified in the **TDS**,

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- 21.3. If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 20.2.
- 21.4. If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.
- 21.5. If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the **TDS**. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined nonresponsive or a bidder declines to extend tender validity period.
- 21.6. The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the **TDS**.
- 21.7. The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a. if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b. if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 50; or
 - ii) furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS**.
- 21.8. Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 21.9. The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.
- 21.10. A tenderer shall not issue a tender security to guarantee itself.

22. Format and Signing of Tender

- 22.1. The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2. Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3. The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialled by the person signing the Tender.

- 22.4. In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

- 23.1. Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a. in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
 - b. in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
 - c. if alternative Tenders are permitted in accordance with ITT 15, and if relevant:
 - i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
 - ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a. bear the name and address of the Procuring Entity.
 - b. bear the name and address of the Tenderer; and
 - c. bear the name and Reference number of the Tender.
- 23.2. If an envelope or package or container is not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

24. Deadline for Submission of Tenders

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

Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

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

25. Late Tenders

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

26. Withdrawal, Substitution, and Modification of Tenders

- 26.1. A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 22.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- a. prepared and submitted in accordance with ITT 22 and ITT 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - b. received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.
- 26.2. Tenders requested to be withdrawn in accordance with ITT 26.1 shall be returned unopened to the Tenderers.
- 26.3. No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27. Tender Opening

- 27.1. Except in the cases specified in ITT 23 and ITT 26.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified in the **TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 24.1, shall be as specified in the **TDS**.
- 27.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 27.3. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6. Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialled by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 27.7. At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).
- 27.8. The Procuring Entity **shall prepare minutes of the Tender Opening that shall include, as a minimum:**

- a. the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b. the Tender Price, per lot (contract) if applicable, including any discounts;
 - c. any alternative Tenders;
 - d. the presence or absence of a Tender Security, if one was required.
 - e. number of pages of each tender document submitted.
- 27.9. The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.

E. Evaluation and Comparison of Tenders

28. Confidentiality

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

29. Clarification of Tenders

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

30. Deviations, Reservations, and Omissions

- 30.1. During the evaluation of tenders, the following definitions apply:
- a. "Deviation" is a departure from the requirements specified in the tender document;
 - b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
 - c. "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.

31. Determination of Responsiveness

- 31.1. The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 13.
- 31.2. A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:
- a. affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

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

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

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

32. Non-material non-conformities

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

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

32.3. Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

33. Arithmetical Errors

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

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

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

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

34. Currency provisions

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

35. Margin of Preference and Reservations

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

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

36. Nominated Subcontractors

- 36.1. Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Procuring Entity.
- 36.2. Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.
- 36.3. The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Procuring Entity in the **TDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

37. Evaluation of Tenders

- 37.1. The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender in accordance with ITT 40.
- 37.2. To evaluate a Tender, the Procuring Entity shall consider the following:
- a) price adjustment due to discounts offered in accordance with ITT 16;
 - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 39;
 - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 30.3; and
 - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 37.3. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 37.4. In the case of multiple contracts or lots, Tenderers shall be allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.

38. Comparison of Tenders

- 38.1. The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 37.2 to determine the Tender that has the lowest evaluated cost.

39. Abnormally Low Tenders

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

- 39.2. In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 39.3. After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

40. Abnormally High Tenders

- 40.1. An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 40.2. In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 28.1. If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

41. Unbalanced and/or Front-Loaded Tenders

- 41.1. If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 41.2. After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- a) accept the Tender; or
 - b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or
 - c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
 - d) reject the Tender,

42. Qualifications of the Tenderer

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- 42.1. The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 42.2. The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 19. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.
- 42.3. An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.
- 42.4. An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.
- 42.5. In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 42.6. After evaluation of the price analyses, if the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

43. Best Evaluated Tender

- 43.1. Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Best Evaluated Tender. The Best Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
- a) Most responsive to the Tender document; and
 - b) the lowest evaluated price.

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

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

45. Award Criteria

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

46. Notice of Intention to enter into a Contract.

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

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

47. Standstill Period

- 47.1. The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 47.2. Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

48. Debriefing by the Procuring Entity

- 48.1. On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 46, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 48.2. Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

49. Letter of Award

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

50. Signing of Contract

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

51. Appointment of Adjudicator

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

52. Performance Security

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

53. Publication of Procurement Contract

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

54. Procurement Related Complaints and Administrative Review

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

SECTION - II : TENDER DATA SHEET (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	<p>The name of the contract is <u>Labour Based Rehabilitation and Improvement, and Routine Maintenance of A2-Manayatta Jillo- Central Chief Office Road (7.2 km)</u></p> <p>The Road No. particular of this Tender is <u>G41188 - 03</u></p> <p>The Road Name particular of this Tender is <u>A2-MANYATTA JILLO -CENTRAL CHIEF OFFICE (7.2 Km).</u></p> <p>The reference number of the Contract is <u>AFD/EU/MA/GR/03/2023-24</u></p>
ITT 2.3	The Information made available on competing firms is as follows: N/A
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: <u>CAS Consultants Ltd.</u>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <u>N/A</u>
B. Contents of Tender Document	
ITT 8.1	There shall be <u>NO Pre-Tender site meeting</u> . However, a <u>Pre-arranged Pre-Tender site visit is MANDATORY on _____ 2024 at 9:00am at the Kenya Rural Roads Authority (KeRRA) Regional Region Office – Marsabit County</u> , and Bidders are required to thereafter <u>collect a duly signed Pre-Tender Site Visit Certificate from the KeRRA Regional Director</u> as indicated in the Instruction to Bidders.
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity <u>not later than 14 days prior to the submission deadline</u>
ITT 9.1	<p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:</p> <p>Kenya Rural Roads Authority, Block 'B', Ground Floor, South Wing, Barabara Plaza, off Mombasa Road, Opposite KCAA along Airport South Road, JKIA, Nairobi. P.O Box 48151-00100, Nairobi, Kenya Email: <u>procurementhq@kerra.go.ke</u></p>
C. Preparation of Tenders	
ITP 13.1 (h)	<p>The Tenderer shall submit the following additional documents in its Tender:</p> <p>a. Certified Copy of Certificate of incorporation under Companies Act (from a Commissioner of Oaths);</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<ul style="list-style-type: none"> b. Certified copy of Form CR12(List of Directors) issued by the Registrar of Companies (from a Commissioner of Oaths) c. Certified copies of Training Certificates of one Director and two Technical Supervisors who have completed Labour Based Road Engineers Course offered by KIHBT Training Centres (from a Commissioner of Oaths); d. Current Certificate of Registration with National Construction Authority in the Category “NCA 6 or 7” e. Provide proof of overall financial soundness (attach bank statements, letter of credit & signed and stamped audited accounts for the last 5 years). <ul style="list-style-type: none"> ○ Minimum average annual construction works turnover for the last 5 years – KES 20 Million; ○ Access to or has available liquid assets minimum - KES 5.0 Million. f. Certified copies of log books or current lease agreement of appropriate Equipment (see the list on standard form E15) (from a Commissioner of Oaths); g. Certified copy of Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA) (from a Commissioner of Oaths); h. Address of the Principal place of Business i. Authority to seek references from Tenderer’s Bankers (the letter should be written in Tenderer’s letterhead and copied to their bank) j. Authority for person signing the Tender (attached Power of Attorney) k. Additionally, the tenderer is required to comply with AfD’s policy on integrity, environmental and social responsibility.
ITT 15.1	Alternative Tenders <u>SHALL NOT BE</u> considered.
ITT 15.2	Alternative times for completion <u>SHALL NOT BE</u> permitted.
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Works: N/A
ITT 16.5	The prices quoted by the Tenderer shall be <u>FIXED</u>
ITT 16.7	The Employer will assist in initiating the process of tax exemption certificate for VAT. Bidders should note that the withholding income tax (3%) will apply as per the law.
ITT 20.1	The Tender validity period shall be <u>140 days.</u>
ITT 20.3 (a)	N/A
ITT 21.1	<p>A Tender Security <u>shall be</u> required from an insurance company registered and licensed by the Insurance Regulatory Authority.</p> <p>The contractor shall provide a Tender Security of <u>KES 50,000.00</u> per tender document</p>
ITT 21.2 (d)	The other Tender Security shall be N/A

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 21.5	On the Performance Security, other documents required shall be an <u>Unconditional Demand Bank Guarantee</u>
ITT 22.1	In addition to the original of the Tender, the number of copies is: <u>One (1)</u>
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <u>written power of attorney drawn by commissioner of oaths and signed by the Directors providing the power of attorney.</u>
D. Submission and Opening of Tenders	
ITT 24.1	<p>(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p>The Director General Kenya Rural Roads Authority Barabara Plaza, Block B P.O Box 48151 – 00100 Nairobi. Kenya.</p> <p>The Tenders must be submitted no later than:</p> <p>Date <u> 2024</u></p> <p>Time: <u>11:00am EAT</u></p> <p>Tenderers shall not submit tenders electronically.</p>
ITT 27.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p>Regional Office, Kenya Rural Roads Authority – Marsabit Region, P. O. Box 365 - 60500, Marsabit .</p> <p>Date: <u> 2024</u></p> <p>Time: <u>11:00am EAT</u></p>
ITT 27.6	The number of representatives of the Procuring Entity to sign is <u>All members of the opening committee.</u>
E. Evaluation, and Comparison of Tenders	
ITT 32.3	The adjustment shall be based on the <u>highest</u> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Employer shall use its best estimate.
ITT 35.2	The invitation to tender is extended to the following groups that qualify for Reservations <u>_OPEN_</u>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 36.1	At this time, the Procuring Entity <u>does not intend</u> to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 36.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is 0% of the total contract amount.
ITT 36.3	N/A
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 51.1	The person named to be appointed as Adjudicator is as nominated by the Procuring Entity who is registered by the CIARB at an hourly fee <u>as provided by CIARB</u>
ITT 52.2	Other documents required are - Form No. 9 Beneficial Ownership Disclosure Form.
ITT 54.1	<p>The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p style="padding-left: 40px;">For the attention: <i>Director General</i></p> <p style="padding-left: 40px;">Title/position: <i>Director General</i></p> <p style="padding-left: 40px;">Procuring Entity: <i>Kenya Rural Roads Authority (KeRRA)</i></p> <p style="padding-left: 40px;">Email address: <i>procurement@kerra.go.ke</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity's decision to award the contract.</p>

SECTION - III : EVALUATION AND QUALIFICATIONS CRITERIA

1. Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “Part 2 – Procuring Entity's Works Requirements”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded.

Tenders that do not pass the Preliminary Examination will be considered irresponsible and will not be considered further.

A. PRELIMINARY EXAMINATION

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

Item No.	Evaluation Criteria / Condition / Requirement Description	Clause Ref.	Requirement Priority
A. PRELIMINARY EVALUATION CRITERIA			
1)	Provide a Tender Security of Kshs. 50,000.00 in the required format. The tender guarantee (security) will remain in force up to and including one hundred and forty (140) days, from the specified date of bid opening {one hundred and forty (140) days}. A Tender Security shall be a guarantee by an insurance company registered and licensed by the insurance regulatory authority and listed by the authority.	ITT 21.0 ITT 11.1 TDS ITT 21.1 – 21.2 SECTION IV: 10	Must be submitted
2)	Properly and dully filled, signed and stamped Form of Tender and Appendix to Form of Tender by the authorized person through the power of attorney. with a bid validity one hundred and forty (140) days , from the specified date of bid opening {(140 days}. In addition:	ITT 13.1 (a) TDS ITT 13.1(h): (j) ITT 14 SECTION IV: (5) – (9)	Must be submitted

Item No.	Evaluation Criteria / Condition / Requirement Description	Clause Ref.	Requirement Priority
	<p>a) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.</p> <p>b) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.</p> <ul style="list-style-type: none"> - Properly and dully filled, signed and stamped Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest. - Properly and dully filled, signed and stamped Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers. - Properly and dully filled, signed and stamped Self-Declaration of the Tenderer– to declare that we will, if awarded a contract, not engage in any form of fraud and corruption. - Properly and dully filled, signed and stamped Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal 2015. <p>c) Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender</p>		
3)	Certified Certificate of Incorporation issued by Registrar of Companies (from a Commissioner of Oaths).	TDS ITT 13.1 (h): (a)	Must be submitted
4)	Current Certified CR12 Certificate (<i>dated within 6 Months before date of opening by a Commissioner of Oaths</i>) from the Registrar of Companies. This should be provided with Identification Documents of Directors and all individuals listed on the CR12. (<i>ID or Passport</i>). For Corporate Directors, CR12 or its equivalent for the corporate directors, Identification Documents for the corporate Director and its directors MUST be provided. Certified by a Commissioner of Oath	TDS ITT 13.1 (h): (b)	Must be submitted
5)	Valid certified Current Single Business permit (Certified by a Commissioner of Oath)	TDS ITT 13.1 (h): (h)	Must be submitted
6)	Valid Tax Compliance Certificate.	TDS ITT 13.1 (h): (g)	Must be submitted
7)	Current Certificate of Registration with National Construction Authority in the Category “NCA 6 or 7” together with a valid NCA practicing license	TDS ITT 13.1 (h): (d)	Must be submitted

Item No.	Evaluation Criteria / Condition / Requirement Description	Clause Ref.	Requirement Priority
8)	Pre-Tender Site Visit Certificate duly endorsed by the Authorized KeRRA Staff.	ITT 18 TDS ITT 18.1	Must be submitted
9)	Certified copies of Training Certificates of one Director and two Technical Supervisors who have completed Labour Based Road Engineers Course offered by KIHBT Training Centres (from a Commissioner of Oaths)	TDS ITT 13.1 (h): (c)	Must be submitted
10)	Submit a written power of attorney authorizing the signatory of the bid to commit the Bidder Witnessed by a Commissioner of Oaths.	ITT 19.1 TDS ITT 13.1 (h): (h)	Must be submitted
11)	Chronological Serialization of all the pages of the tender document (<i>this should be sequential in the format of 1,2,3,4,5.....</i>) from the first page to the last page.		Must be Serialized
12)	The Tender submission SHALL be as follows: <ul style="list-style-type: none"> - One Original clearly marked “ORIGINAL”, - One hard copy CLEARLY marked “COPY” 	ITT 22.1 TDS ITT 22.1	Must be submitted
13)	Provide Properly and dully filled, signed and stamped proof of Eligible Goods, Equipment, and Services (<i>Bidders to demonstrate that goods, equipment and services to be supplied under the contract to have their origin in any country that is not determined ineligible under ITT 4.1</i>).	ITT 4.0 TDS ITT 13.1 (h): (f) SECTION IV: Form EQU	Must be submitted
14)	Provide a Properly and dully filled, signed and stamped proof of having not been declared ineligible by the PPRA as described in ITT 3.7	ITT 3.7	Must be submitted
15)	Submission of Audited Accounts or equivalent acceptable to the Employer, for the last five [5] years (2018, 2019, 2020, 2021 & 2022) to demonstrate: the current soundness of the applicant’s financial position and its prospective long-term profitability, and capacity to have a cash flow amount, turnover and working capital (<i>attach valid license of the auditor from ICPAK</i>),	TDS ITT 13.1(h) – (e) SECTION IV: Form FIN 4	Must be submitted
16)	Provide a Properly and dully filled, signed and stamped Bill of Quantities (<i>any alterations should be counter-signed by the authorized person</i>)	ITT 16.2	Must be Filled
17)	Provide a properly and dully filled, signed and stamped, the following schedules of supplementary information.		

Item No.	Evaluation Criteria / Condition / Requirement Description		Clause Ref.	Requirement Priority
	NOTE: Bidders should not alter the format of any of the forms under this section. Any alteration shall lead to disqualification of the bid			
	FORM 2 EQU:	Properly and dully filled, signed and stamped form of Equipment (<i>A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer</i>)	ITT 4; TDS ITT 13.1(h) – (e)	Must be Filled
	FORM 3 PER:	Properly and dully filled, signed and stamped Contractor's Representative and Key Personnel Schedule (<i>Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract separately for each personnel/ candidate; with declaration for both parties; data on their experience should be provided</i>).	ITT 17.0	Must be Filled
	FORM 4:	Properly and dully filled, signed and stamped form of tenderers qualification without pre-qualification. FORM ELI-1.1 (Properly and dully filled, signed and stamped form of Tenderer Information) Attach copies of original documents of [<i>check the box(es) of the attached original documents</i>] 1) Articles of incorporation (or equivalent documents of constitution or association), and /or documents of registration of the legal entity named above, in accordance with ITT 4.4. 2) A current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority, if tender s a Kenyan tenderer, in accordance with ITT 4.15. 3) In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.	ITT 13.1	Must be Filled
	FORM ELI-1.1	Properly and dully filled, signed and stamped form of Tenderer Information	ITT 18.0	Must be Filled
	FORM CON– 2	Properly and dully filled, signed and stamped form of Historical Contract Non-Performance, Pending Litigation and Litigation History	ITT 18.0	Must be Filled
	FORM FIN –3.1	Properly and dully filled, signed and stamped of Financial Situation and Performance	ITT 18.0	Must be Filled
		Properly and dully filled, signed and stamped form of Sources of Finance		
		Properly and dully filled, signed and stamped form of financial documents		

Item No.	Evaluation Criteria / Condition / Requirement Description		Clause Ref.	Requirement Priority
	FORM FIN – 3.2	Properly and dully filled, signed and stamped form of Average Annual Construction Turnover	ITT 18.0	Must be Filled
	FORM FIN –3.3	Properly and dully filled, signed and stamped form of Financial Resources	ITT 18.0	Must be Filled
	FORM FIN-3.4	Properly and dully filled, signed and stamped form of Current Contract Commitments / Works in Progress <i>(Tenderers who have more than 4 No. on-going contract whose % completion is less than 70% will NOT be eligible to bid at date of the tender closure.)</i>	ITT 18.0	Must be Filled
	FORM EXP-4.1	Properly and dully filled, signed and stamped form of General Construction Experience	ITT 18.0	Must be Filled
	FORM EXP -4.2(a)	Properly and dully filled, signed and stamped of Specific Construction and Contract Management Experience.	ITT 18.0	Must be Filled
	FORM EXP -4.2(b)	Properly and dully filled, signed and stamped form of Construction Experience in Key Activities	ITT 18.0	Must be Filled
	FORM SD1:	Properly and dully filled, signed and stamped form of Self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.	ITT 18.0	Must be Filled
		Must submit APPENDIX 1 form of -fraud and corruption must be attached <i>(Appendix 1 shall not be modified)</i> .	ITT 18.0	Must be Submitted
	FORM SD2 (a):	Must submit statement of integrity, eligibility, and Environmental And Social responsibility as per AFD's Policy	ITT 18.0	Must be Filled
B. DETAILED EVALUATION CRITERIA				
TECHNICAL & FINANCIAL CAPACITY EVALUATION CRITERIA				
Technical Evaluation Criteria will be as per Table 3 & 4 given below. Tenders that do not pass the Technical & Financial Capacity Examination will be considered non- responsive and will not be considered further.				
C. ERROR CHECK				
	<ul style="list-style-type: none"> – The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity. – Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis: 		ITT 31	Must be Submitted

Item No.	Evaluation Criteria / Condition / Requirement Description	Clause Ref.	Requirement Priority
	<p>A. Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.</p> <p>B. Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. And</p> <p>C. If there is a discrepancy between words and figures, the amount in words shall prevail</p> <p>D. Abnormally low tenders, abnormally high tenders or any other indications of potential bid rigging practices, and tenders that are front loaded.</p>		
D. POST QUALIFICATION AND CONTRACT AWARD			
	<p>A. The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow as per the provisions of the Qualification Criteria Matrix in Table 3 below</p> <p>B. Minimum average annual turnover as per the provisions of the Qualification Criteria Matrix in Table 3 below.</p> <p>C. Specific experience requirement as per the provisions of the Qualification Criteria Matrix in Table 3 below.</p>		Must Meet with Supporting Evidence

Table 3: Technical & Financial Capacity Evaluation

Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
1. Historical Contract Non-Performance							
1.1	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last five (5) years prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the applicant have been exhausted.	Must meet requirement	N/A	N/A	N/A	Form CON-2
1.2	Pending Litigation	All pending litigation shall in total not represent more than thirty percent (30%) of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must meet requirement	N/A	N/A	N/A	Form CON-2
2. Financial Situation							
2.1	Financial Performance	Submission of audited accounts or if not required by the law of the applicant's country, other financial statements acceptable to the Employer, for the last Five [5] years to demonstrate: A. The current soundness of the applicants' financial position and its prospective long-term profitability, and B. Capacity to have a cash flow amount of min. KShs. 5,000,000.00 equivalent working capital	Must meet requirement (a) Must meet requirement (b) Must meet requirement	N/A	N/A	N/A	Form FIN - 3.1, with Supporting Evidence
2.2	Average Annual Construction Turnover	Minimum average annual construction turnover KShs 20,000,000.00 calculated as an annual average of the total payments received from construction works within the last Five (5) years .	Must meet requirement	N/A	N/A	N/A	Form FIN - 3.2 with Supporting Evidence
3. Experience							
3.1	General Construction Experience	Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last five (5) years prior to the applications submission deadline	Must meet requirement	N/A	N/A	N/A	4. Form EXP - 4.1 Experience

Qualification Criteria					Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity		Joint Venture			Submission Requirements
					All Parties Combined	Each Party	One Party	
3.2(a)	Specific Construction Experience	Participation as contractor, management contractor or subcontractor, in at least Two (2) contracts with a value of at least KShs. 20 Million within the last Five (5) Years 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)	Must meet requirement		N/A	N/A	N/A	FormEXP.4.2(a) Must Provide Supporting Evidence
3.2(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: – Similar road works (gravel, concrete paving or concrete etc.)	Must meet requirements		N/A	N/A	N/A	Must Provide Supporting Evidence
4. Work Methodology								
4.1	Work Methodology	Submission of a work methodology	Should demonstrate understanding of the scope of works and other general requirements		N/A	N/A	N/A	Must Submit
5. Site Staff								
	The site staff shall possess minimum levels set below;							
5.1	Site Agent	Qualification = Bachelors in Civil Eng. General Experience= 5yrs, Specific Experience = 3 Yrs	Must meet requirement		N/A	N/A	N/A	Must Provide Supporting Evidence (CV & Certificates/ Testimonials)
5.2	Senior Foreman	Qualification =Diploma in Civil Eng. General Experience = 3 yrs, Specific Experience = 2 Yrs	Must meet requirement		N/A	N/A	N/A	Must Provide Supporting Evidence (CV & Certificates/ Testimonials)
6. Key Equipment								
6.1	Contractors must meet requirements on key equipment as listed in table 4 below;							Must Provide Supporting Evidence

Table 4: Equipment Holding

Contractors must meet requirements on key equipment as listed below;

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

Item No.	Equipment Details	Minimum Number Required for the execution of the Contract
I) Excavators		
	Hydraulic crawler mounted (7-10 tonnes) – 0.25-0.4m ³ SAE bucket	Optional
	Hydraulic wheel mounted (10-16 tonnes)– 0.4- 0.6m ³ SAE bucket	Optional
	Subtotal for I	0
J) Rollers		
	Self-propelled single drum vibrating (various types, 8 tonnes and above)	1
	Pneumatic rubber tyre (1- 2 tonnes/wheel)	0
	Sheep foot roller	Optional
	Double drum vibrating pedestrian roller	1
	Subtotal for J	2
K) Stabilization		
	Pulvimixer	0
	Subtotal for K	0

SECTION - IV : TENDERING FORMS

1. FORM EQU: EQUIPMENT

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

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

Omit the following information for equipment owned by the Tenderer.

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

2. FORM PER -1: Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

3. FORM PER-2: Resume and Declaration - Contractor's Representative and Key Personnel.

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

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

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

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

Declaration

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

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

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

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

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

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

Signature: _____

Date: (day / month / year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day / month / year): _____

4. TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION

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

4.1. FORM ELI -1.1: Tenderer Information Form

Date: _____

ITT No. and title: _____

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

4.2. FORM CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2008 specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January 2008 specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

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

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency) , Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

4.3. FORM FIN – 3.1: Financial Situation and Performance

Tenderer's Name: _____

Date: _____

ITT No. and title: _____

4.4.1. Financial Data

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

*Refer to ITT 15 for the exchange rate

4.4.2 Sources of Finance

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

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

4.4.3 Financial documents

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

- a. reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - b. be independently audited or certified in accordance with local legislation.
 - c. be complete, including all notes to the financial statements.
 - d. correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements for the 3 years required above; and complying with the requirements

4.4. FORM FIN – 3.2: Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

ITT No. and title: _____

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

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

4.5. FORM FIN – 3.3: Financial Resources

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

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

4.6. FORM FIN – 3.4: Current Contract Commitments / Works in Progress

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

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

4.7. FORM EXP - 4.1: General Construction Experience

Tenderer's Name: _____

Date: _____

ITT No. and title: _____

Page _____ of _____ pages

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

4.8. FORM EXP - 4.2(a): Specific Construction and Contract Management Experience

Tenderer's Name: _____

Date: _____

ITT No. and title: _____

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

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

FORM EXP - 4.2(b): Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

ITT No. and title: _____

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

1. Key Activity No 1: _____

Information	
Contract Identification	
Award date	
Completion date	
Role in Contract	Prime Contractor <input type="checkbox"/> Member in JV <input type="checkbox"/> Management Contractor <input type="checkbox"/> Sub-contractor <input type="checkbox"/>
Total Contract Amount	Kenya Shilling
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i) Percentage participation (ii) Actual Quantity Performed (i) x (ii)
Year 1	
Year 2	
Year 3	
Year 4	
Procuring Entity's Name:	
Address:	
Telephone/fax number	
E-mail:	
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

2. Activity No. Two

OTHER FORMS**5. FORM OF TENDER**

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

INSTRUCTIONS TO TENDERERS

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

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

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

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

Dear Sirs,

1. **Improvement Works:** In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum of Kenya Shillings _____ *[Amount in figures]* Kenya Shillings _____ *[amount in words]* – **VAT INCLUDED.**
2. **Performance Based and Instructed Routine Maintenance:** We offer to execute in conformity with the Bidding Document the routine maintenance and repairs on and off carriageway and emergency works as instructed for the Contract period of **36 months**. Our bid price is Kenya Shillings _____ *[Amount in figures]* Kenya Shillings _____ *[amount in words]* – **VAT INCLUDED.**
3. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
4. We agree to adhere by this tender until _____ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
5. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
6. We, the undersigned, further declare that:

- i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
- ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
- iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
- iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v) Tender Validity Period: Our Tender shall be valid for the period specified in **TDS** 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in **TDS** 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- vi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- vii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- viii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- ix) State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITT 3.8]*;
- x) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

- xi) Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is

prepared and executed;

- xii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xiii) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- xiv) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xv) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- xvi) **Beneficial Ownership Information**: We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- xvii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
 - a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

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

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

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

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

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

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

Date signed _____ day of _____, _____

Notes

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

6. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE**Instruction to Tenderer**

Tender is instructed to complete the particulars required in this Form. Tenderer is further reminded that it is an offence to give false information on this Form.

a. Tenderer's details

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

General and Specific Details**b. Sole Proprietor,**

provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c. Partnership,

provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d. Registered Company,

provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company _____

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

iv) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

- i) Are there any person/persons in Kenya Rural Roads Authority who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

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

- ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f. Certification

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

Full Name _____ Title or Designation _____

(Signature)

(Date)

7. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

I certify, on behalf of _____ *[Name of Tenderer]* that:

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

which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____

Title _____ Date _____

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

8. SELF - DECLARATION FORMS**FORM SD1****SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I,, of Post Office Box being a resident of

..... in the Republic of do hereby make a statement as follows: -

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

..... (Title)

(Signature)

(Date)

Bidder Official Stamp

FORM SD2**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE**

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

9. STATEMENT OF INTEGRITY, ELIGIBILITY, AND ENVIRONMENTAL AND SOCIAL RESPONSIBILITY**FORM SD2(a)**

Tender No.: _____

Tender Name.: _____

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

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been:
 - a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of the Contract);
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of the Contract);
 - c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
 - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of the Contract);

- 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
- 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
- 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5 In the case of procurement of goods, works or plants:
- a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of the Contract;
- b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for the Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
- 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
- 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
- 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
- 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or sub consultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____ Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

10. DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory..... Sign

Position.....

Office address Telephone

E-mail

Name of the Firm/Company

Date

(*Company Seal/ Rubber Stamp where applicable*)

Witness

Name..... Sign

Date.....

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

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

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

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

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- c) "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- d) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- e) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- f) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- g) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

AFD Policy – Corrupt and Fraudulent Practices – Environmental and Social Responsibility**1. Corrupt and Fraudulent Practices**

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

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

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

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

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

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

- a) Corruption of a Public Officer means:
 - The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person² or entity, for such Public Officer to act or refrain from acting in his official capacity; or
 - The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- b) A Public Officer shall be construed as meaning:
 - Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;
 - Any other natural Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;

² Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- c) Corruption of a Private Person³ means:
- The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;
 - The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- e) Anti-competitive practices mean:
- Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
 - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
 - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Environmental and Social Responsibility

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

- a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

³ Means any natural Person other than a Public Officer.

11. FORM OF TENDER SECURITY- [Option 1-Demand Bank Guarantee]**Beneficiary:** _____**Request for Tenders No:** _____**Date:** _____**TENDER GUARANTEE No.:** _____**Guarantor:** _____

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

[signature(s)] _____***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

12. TENDER-SECURING DECLARATION FORM

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

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

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

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

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: Capacity / title (director or partner or sole proprietor, etc.) Name: Duly authorized to sign the bid for and on behalf of: *[insert complete name of Tenderer]*

Dated on day of *[Insert date of signing]*

Seal or stamp

13. APPENDIX TO TENDER

Schedule of Currency requirements

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

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

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GENERAL

Standard Specifications & Manuals

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

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

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

EXTENT OF WORKS

The works to be executed under this contract comprises of **Labour Based Rehabilitation and Improvement, including any Instructed and Routine-based Maintenance of A2-Manyatta Jillo-Gororukesa-Central Chief Office Road (7.2 km).**

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

- a) Site clearance
- b) Earthworks
- c) Improvement of drainage and installation of culverts
- d) Construction of erosion protection works
- e) Maintenance of passage of traffic through the works
- f) Relocation and reinstatement of services
- g) Bench, process and compact **new Fill material of Subgrade quality of 150mm depth.**
- h) Provision of **150mm Gravel Wearing Course.**
- i) Remove all instructed drainage structures existing along the project road.
- j) Construct major drainage structures specified;
 - 4 Cell 5.0 x 2.5m Box Culvert at Km 8+200
- k) Achieve a standard cross section, 5.4m wide carriageway.
- l) Installation of road furniture
- m) Perform Instruction and Performance based routine maintenance.

SECTION 01: PRELIMINARY AND GENERAL ITEMS***Scope:***

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

01-50-001 Mobilisation and Establishment of the Site

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

Measurement and Payment:

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

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

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

Measurement and Payment

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

01-60-002 Clearance on Completion

On Completion of the Works, all temporary housing, equipment, signs and tools shall be removed from the site, and the site left in good order to the satisfaction of the Engineer.

Measurement and Payment

The Lump Sum payment will be made upon approval by the Engineer that the Clearance has been satisfactorily carried out.

01-60-003 Insurance and Sureties

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

Measurement and Payment

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

01-60-004 Quality Control Tests and Surveys

The Engineer may instruct the Contractor during the progress of the Works to carry out quality control tests to check materials and standards of workmanship, against the Specifications.

Where such tests indicate defective standards, the Engineer shall instruct the Contractor to rectify the defects to the Engineer's satisfaction and at the Contractor's expense.

Measurement and Payment

The Engineer shall include a Provisional Sum for this item to be expended only as and when the Contractor is instructed to carry out tests. The Contractor will be paid on a prime cost basis plus a percentage for overheads and profits.

01-60-005 Publicity Sign Boards

The Contractor shall provide Sign Boards as specified on the Drawings C-20 or as directed by the Engineer. The Sign Boards shall be placed at the beginning and end of the road or road section covered by this Contract. The framework and steel sheet shall be prepared and painted black.

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

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

Quality Control

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

Measurement: Number

The unit of measurement shall be number of Sign Boards erected.

Payment

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

01-60-006 Drinking Water

The Contractor shall provide safe drinking water on site for workers at a reasonable distance from all work locations, for the duration of the Works.

Quality Control

The Engineer shall check regularly that adequate supplies of clean water are available throughout the Site.

Measurement and Payment

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

01-60-007 Provision of Site Sanitation Facilities

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

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

Quality Control

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

Measurement and Payment

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

01-80-142 CSR Project

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

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

Measurement and Payment

The Engineer shall include a Provisional Sum for this item to be expended only as and when the Contractor is instructed to carry out the works. The Contractor will be paid on a prime cost basis as a percentage of the physical progress done, upon the approval by the Engineer that adequate services have been provided, plus a percentage for overheads and profits.

01-80-143 Provision and Maintenance of Trees

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

The contractor is expected to provide, plant, and maintain each seedling periodically to ensure maturity throughout the contract period. Replacement of damaged, dead or uprooted trees will be at the contractor's expense.

Measurement and Payment

The Engineer shall include a Provisional Sum for this item to be expended only as and when the Contractor is instructed to carry out the works. The Contractor will be paid on a prime cost basis as a percentage of the physical progress done, upon the approval by the Engineer that adequate services have been provided, plus a percentage for overheads and profits.

01-80-144 (a) Security

Some parts of Marsabit region experiences banditry attacks and intercommunity conflicts. The project area also borders the Turkana, Samburu and Wajir County, and may at times have insecurity in the project area. However, the Government of Kenya is able to contain any skirmishes that arise and are not prolonged. Given security matters is a national government function all security arrangements to be considered will be with liaison with the County Commissioner who is the head of security in the County.

The Contractor must show the care it exercises to protect its employees who perform Works in the country. Therefore, it must identify the risks and, in light of this analysis, define prevention and protection resources, incorporating additional resources therein, which may be organisational, technical or human resources.

i. Analysis of security issues and threats

The Contractor shall describe its view of the security environment and threats in the area where the Contract will be performed and/or the danger area and present a security analysis for the relevant area and for the activities it will perform therein. In addition, it shall at all times be able to share information learned from its watch to the Engineer.

ii. General security organisation

The Contractor will be expected to have a liaison person with the government security agencies. In this regard, the Contractor shall detail the general security arrangements that will be there between the County security team and its organisation and indicate its role and responsibilities in this set-up.

iii. Specific security measures planned.

Based on its own security analysis and the main threat scenarios it may have identified, the Contractor shall plan specific and appropriate measures that will be used by the County Security team to draw up security services that will be provided to them

iv. Travel within the project road

Depending on the security analysis, special measures may be required to ensure secure travel within the project road,

The Contractor shall describe the planned transport logistics, including human, technical and organisational resources and mechanisms for monitoring travel. It shall also define its requirements for maintenance management and rules of conduct.

v. Accommodation during assignments

The contractor is expected to use local personnel; hence accommodation is not envisioned. However, security measures planned to ensure the security of teams (security guards, physical means, etc.) are to be undertaken.

vi. Communication

The Contractor shall implement a communication and exchange process between the various Contract participants, to ensure reporting of security events, and that preventive or corrective actions deemed necessary are properly carried out. It shall describe the means enabling it to ensure effective communication.

vii. Information, awareness-raising and training before departure

The Contractor shall make arrangements to inform, raise awareness and train its employees prior to departure on assignment. These arrangements shall be in the form of formal communication actions. It shall describe the provisions specifically planned for this Contract, in the form of "service orders" or similar documents.

Measurement and Payment

A Provisional Sum shall be provided in the contract to allow for these security arrangements in liaison with the County Security Team. The expenditure of this sum shall be as approved by the Client as recommended by the Engineer.

01-80-144 (b) Security – provision of vehicles

The contractor will hire or provide with driver, fuel and maintain 1No. 4WD double cabin pick-up (min 2800cc diesel engine capacity), mileage not more 50,000Km as approved by the Client for security use.

Measurement and Payment

A Lumpsum shall be paid on a Monthly basis to hire or provide 1No. 4WD double cabin pick-up for security purposes, the costs include provision of the driver, fuel, insurance and all other running costs.

SECTION 03: SETTING OUT

Scope

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

03-50-001 Setting Out the Horizontal Alignment

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

The minimum standards as shown in Table 2.1 shall apply.

Table 2.1 Alignment Standards

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

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

Work Method

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

Quality Control

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

Measurement Unit: *m*

The measurement shall be the linear metres of the road

Payment

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

SECTION 04: SITE CLEARANCE

Scope

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

The minimum site clearing widths for each of the activities shall be as shown in Table 4.1. **The actual site clearance width is outlined in the detailed Improvement Plan**

Table 4.1: Site Clearing Widths

Road Category	Running Surface	Stripping and Grubbing	Trees, Stumps, Boulders	Bush Clearing
<i>A/B/C + Secondary Roads</i>	<i>7.0 m</i>	<i>14.0 m</i>	<i>14.0 m</i>	<i>20.0 m</i>
<i>D/ + Minor Roads</i>	<i>7 m</i>	<i>14.0 m</i>	<i>14.0 m</i>	<i>16.0 m</i>
<i>RAR Roads</i>	<i>4.5 m</i>	<i>7.9 m</i>	<i>8.0 m</i>	<i>11.0 m</i>
<i>Minor / RAR roads with insufficient widths or Temporary Sections</i>	<i>3.5 m</i>	<i>6.9 m</i>	<i>7.0 m</i>	<i>9.0 m</i>

04-50-002 Grass Cutting (Manual)

Grass shall be defined as any form of plant growth including small shrubs having a girth of not more than 100mm measured at height of 200mm above ground level.

The grass shall be cut to height of not more than 50 mm above the ground. The width limits shall be as instructed by the Engineer. All cut grass shall be removed from the carriageway, side drains, mitre drains and inlets and outlet drains of structures/culverts and deposited in approved spoil dumps

Burning of the grass shall not be allowed and care shall be taken not to damage roadside fixtures such as signs and marker posts.

This activity shall be carried out twice, each time before the rainy season or as shall be instructed by the Engineer.

Work Method

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

Quality Control

The road width for grass cutting shall be measured at 50-m intervals and shall be free of grass after the operation.

Measurement: *m²*

The measurement shall be area of grass cut, based on the standard width and measured length of clearing.

Payment

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

04-50-003 Bush Clearing (Heavy)

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

Work Method

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

Quality Control

The Engineer shall check the cleared widths at 50 metre intervals.

Measurement Unit: m^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 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^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 and incidental costs required to complete the work.

04-50-005 Pruning Tree Branches

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

Work Method

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

Quality Control

The Engineer shall check for visibility improvement.

Measurement and Payment

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

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

The contractor shall remove trees having a trunk girth of between 200-450mm at a point 600mm above the ground within 14m construction width.

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

Work Method

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

Quality Control

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

Measurement Unit: *No*

The measurement shall be the number of trees removed.

Payment

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

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

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

Work Method

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

Quality Control

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

Measurement Unit: **No**

Measurement shall be the number of trees removed

Payment:

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

04 -50-008 Rock/Boulders Removal

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

Work Method

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

Quality Control

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

Measurement Unit: **Provisional Sum**

A Provisional Sum shall be included for this item

Payment:

Payment shall be made on a Dayworks basis.

04-50-009 Stripping and Grubbing

The Contractor shall remove, over the widths shown in **Table 4.1**, topsoil depth not exceeding 200mm including anthills, loose boulders up to 1.5m girth and other unsuitable material and deposit the debris outside the cleared area as directed by the Engineer.

Work Method

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

Quality Control

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

Measurement Unit **m²**

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

Payment

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

04 -50-010 Excavate remove & disposal of concrete structures

The Contractor shall **excavate remove & disposal of concrete structures** in a manner agreed by the Engineer, using labour and appropriate equipment as necessary. Debris shall be disposed of outside the road area.

Work Method

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

Quality Control

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

Measurement Unit: Provisional Sum

A Provisional Sum shall be included for this item

Payment:

Payment shall be made on a Dayworks basis.

04-50-011 Stumps Removal (500- 1500mm girth)

The contractor shall remove stumps with girth between 500 and 1500mm, within 14m construction width or as instructed by the Engineer:

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

Work Method

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

Quality Control

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

Measurement Unit: No

The measurement shall be the number of stumps removed.

Payment

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

04-50-012 Stumps Removal (> 1500mm girth)

All the requirements of item 04-50-008 shall apply for removing stumps with girth greater than 1500mm, within 14m construction width or as instructed by the Engineer:

Work Method

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

Quality Control

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

Measurement Unit: No

The measurement shall be the number of stumps removed.

Payment

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

SECTION 05: EARTHWORKS

Scope

This section covers the earthworks required to widen the road and reshape the subgrade formation to attain the required width and excavation of side drains. . The contractor is expected to supply all the control tools such as templates, camber board prior to commencing the earthworks.

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

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

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

Vertical alignment standards shall be those set out in Table 5.1

Table 5.1 Vertical Alignment Standards

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

Work method

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

Quality Control:

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

Measurement Unit:* *m

The measurement shall be linear metres of road alignment set out

Payment:

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

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

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

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

Work method

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

Approved material from the side drains shall be used in the benches to raise the levels of the road. Excess materials or any materials found to be unsuitable for filling shall be spoiled and spread within 50m of excavated area as directed by the Engineer.

Quality Control

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

Measurement Unit **m³**

Measurement shall be the volume of material excavated to form the side drains.

Payment

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

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

The Engineer shall classify the excavated material as hard if the daily task rate falls below 1.5m^3 , with evidence that the works were done by a consistent worker for 6 to 8 hours. The contractor shall carry out the excavation in accordance with 05-50-002 and shall be compensated under this item.

Work Method:

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

The material from the side drains may be used for filling or deposited and spread on the lower side of the road or transported to an approved dumping site as directed by the Engineer.

Quality Control:

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

Measurement Unit: m³

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

The measurement shall be the volume of material excavated and deposited as directed 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.

05-50-006 Fill in soft material including benching of shoulders and embankments and compact

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

- CBR (MDD AASHTO, T180) not less than 10% measured at 4 days soak
- Swell of less than 1%
- Plasticity index of less than 50%, including non-plastic gravel

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

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

Quality Control

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

Measurement Unit **m³**

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

Payment

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

05-50-008 Cut to spoil excavated material.

The contractor shall spoil material which, being obtained from cuttings is surplus to that required for fill and/or unsuitable material from cuttings which the Engineer has instructed to be excluded from use as fill in embankments, and/or unsuitable material from beneath embankments or below formation level in cuttings which the Engineer has instructed to be spoiled beyond 50m of excavated area.

Work method

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

Measurement Unit **m³**

The measurement shall be the volume of material excavated and disposed.

Payment

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

05-50- 010 Cut to Fill and Compact Soft On Benched Sections

The Subgrade formation shall be widened to a total width of 8m to accommodate a completed base layer of 7.0 m as per cross section C-1.

The widening shall be done as directed by the Engineer. On straight sections and gentle curves the widening will normally be done on both sides, whereas in sharper curves the widening shall preferably be done on the inside of the curves.

Pegs will be set out on both sides of the road to demarcate the final alignment of the centre line and the finished levels of the formation.

The widening of the subgrade shall be done before the existing gravel wearing course on the carriageway is graded and compacted to required density and camber.

Widening shall be done by benching and filling with approved material in loose layer thicknesses not exceeding 150mm as directed by the Engineer. First the receiving surface shall be scarified, processed and compacted. After compaction approval the fill material shall be compacted to density of 100% Modified AASTHO T99.

Gravel of similar quality as existing gravel course (subgrade) will be added to form the top layer of benched sections and paid under item No. **05-60-006**.

Work Method:

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

Quality Control:

- Compaction done till it shows no movement of material under the roller
- Compaction tests to be done at intervals of 100m

Measurement: m^3

Unit of measurement: m^3 material compacted for widening of the subgrade.

Payment

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

05-50-014 Grassing

The contractor will plant grass and trees to control soil erosion due to surface runoff or water from culverts or other drainage structures as directed by the Engineer. This activity will be carried out in accordance with specifications clause 25-50-002 on Environmental Mitigation measures.

Measurement Unit: m^2

05-50-016 Scarify, Water, Mix & Compact

Once the widening has been completed to the correct levels, the existing carriageway together with widened sections shall be scarified, watered mixed and compacted to correct levels and camber or crossfalls.

In order to utilize the strength of the consolidated subgrade formation in the carriageway, scarifying of the gravel wearing course should only be done to a depth sufficient to achieve correct levels and camber in the grading operation. The depth to scarify shall be as directed by the Engineer and shall not exceed 150mm.

After scarifying the existing gravel wearing course, the material shall alternately be windrowed on one side of the road and the other side be compacted to refusal with the approved compaction plant.

Selected fill with a min Mod AASHTO soaked CBR of 20% may be used to mix with the existing gravel wearing course to achieve correct levels and compacted to min. 95% MDD AASHTO T180 to a depth not exceeding 150mm. Payment for these imported fills will be paid **under item No.05-60-006.**

The amount of imported material required for achieving correct levels shall be determined by using a stringline and tape and placed in suitably sized heaps along the side of the road at a pre-determined spacing to suit the need.

Once the subgrade formation has been shaped to correct levels and camber or crossfall, it shall be compacted to refusal with the approved compaction plant.

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

The heaped material shall be spread and then brought to its laboratory determined OMC, the dampened layer shall be protected from drying out by the grader processing it immediately and laying it to the required crossfalls.

The layer shall be rolled first to reduce evaporation of water from the material. At the time of compaction, the moisture content shall be within 85% to 105% of optimum moisture content.

Compaction (in vibratory mode) shall commence only once full width of the subgrade has been completed. Compaction shall be done to refusal, i.e. to the point where the drum of the compaction plant no longer makes an indent in the surface and where the material visibly does not move under the roller.

Any corrections to ensure that lateral and longitudinal levels are achieved shall be done immediately.

Any differential settlement during compaction shall be corrected by adding extra material or by cutting away of high spots to achieve a smooth longitudinal surface between the reference pegs. This shall be checked for acceptance with boning rods and string lines.

The density tests will be carried out at random intervals along the road on the compacted material. Sections with dry density of at less than 100% of MDD (Modified AASHTO T99) will not be approved.

After finishing the subgrade formation, the side slopes shall be trimmed to 1:2 slopes or as directed by the Engineer.

Work Method:

The Contractor shall use **Equipment** to carry out this item. The material shall be scarified, mixed with water, levelled and compacted.

Quality Control:

- The width of the carriageway including the shoulders shall be checked at 50m intervals and shall have a tolerance of +50/-20 mm.
- The camber shall be checked 20m intervals and shall have a tolerance of +/- 0.5%.
- Compaction done till it shows no movement of material under the roller
- Compaction tests to be done at intervals of maximum 100m;
- The final levels will be checked by Engineer's surveyor prior to approval of laying the base layer;

Measurement: m³

Unit of measurement: m³ measured as a product of the plan area and the vertical compacted depth of the subgrade formation.

Payment

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

05-60-006 Selected fill materials for improved sub grade

The contractor shall provide, haul, dump spread, and process selected materials for improved subgrade, the mixing and compaction will be paid under item No. **05-50- 016** . The selected material shall meet the following requirements:

- CBR (Mod AASHTO, T180) more than 20% measured at 4 days soak
- Swell of less than 1%
- Plasticity index of less than 20%, including non-plastic gravel

Overhaul of Material

The Contractor shall load the excavated fill material /gravel, haul by appropriate equipment and off-load on the road as directed by the Engineer. Where the quantity delivered in any load falls short of the equipment capacity, off-loading shall only be permitted after the agreed spacing is adjusted accordingly.

No vehicle with a capacity of greater than 10 tonnes shall be permitted to off-load gravel directly on the prepared formation. Any greater loads shall be dumped in stockpiles off-road and transported to the formation areas by appropriate means.

Where loads supplied are found to contain material other than from the approved quarry and are of unacceptable quality, the Contractor shall remove them from site at the Contractor's expense.

Work Method:

The Contractor shall use **Labour** with appropriate Equipment as instructed by the Engineer to carry out this Item.

Quality Control:

- No haulage equipment shall be used until its capacity has been ascertained by the Engineer

- The quality of fill material/ gravel dumped on the road shall be according to the Specifications. Testing of dumped material on site might be required as per the Engineer's instructions
- The distance between the stacks shall be checked to ensure the sufficient material is available to fill the gravel shutters to the top.

Payment

No additional measurement and payment shall be made for complying with the requirements of this clause as all associated costs are deemed to have been included in the rate for Improved Sub Grade.

Measurement: m³ material compacted.

Unit of measurement: m³ measured as a product of the plan area and the vertical compacted depth of the subgrade formation.

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

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

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

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

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

06-50-605 Safety and Public Health Requirement

Add the following to Clause 605:

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

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

Add the following to Clause 607:

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

06-50-608 Reinstatement of Borrow Areas

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

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

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

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

Measurement and Payment

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

Clause 610 of the Standard Specification shall apply.

SECTION 07: EXCAVATION AND FILLING FOR STRUCTURES***Scope***

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

07-50- 001 Excavation for Drainage Structures in Soft Material

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

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

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

Work Method

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

Quality Control

- The dimensions of the excavations shall have a tolerance of + / - 50mm
- The invert levels shall have a tolerance of + / - 10mm
- The trench bottom gradients shall have a tolerance of + / - 10mm over the length of the trench

***Measurement Unit* m³**

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

Payment

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

07-50- 002 Excavation for Drainage Structures in hard Material

The Engineer shall classify the excavated material as hard if the daily task rate falls below 1.5m³, with evidence that the works were done by a consistent worker for 6 to 8 hours. The contractor shall carry out the excavation in accordance with 07-50-001 and shall be compensated under this item.

Work Method

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

Quality Control

- The dimensions of the excavations shall have a tolerance of + / - 50mm
- The invert levels shall have a tolerance of + / - 10mm
- The trench bottom gradients shall have a tolerance of + / - 10mm over the length of the trench

***Measurement Unit* m³**

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

Payment

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

SECTION 08: CULVERT AND DRAINAGE WORKS***Scope***

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

08- 50-002 Ditch Cleaning (Manual)***1).Partially silted***

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

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

The side drains, mitre drains and catchwater drains shall be cleaned before the onset of the rains or as directed by the Engineer.

Work Method

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

Quality Control

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

Measurement Unit:* *m

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

Payment

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

2).Fully silted

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

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

The side drains shall be desilted or re-excavated before the onset of the rains, or as directed by the Engineer.

Work Method

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

Quality Control

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

Measurement Unit:* *m

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

Payment

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

08-50- 005 Mitre Drains/Catchwater Drains Excavation

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

Work Method

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

Quality Control

- The longitudinal profile shall have a gradient of maximum 4%.
- The dimensions of the mitre drains shall have maximum tolerances of ± 20 mm
- The location of the mitre drains shall be approved by the Engineer.

Measurement Unit: **m³**

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

Payment

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

08-60-001-005 Culvert Cleaning (partially blocked)

08-60-001 300 mm dia

08-60-002 450 mm dia

08-60-003 600 mm dia

08-60-004 900 mm dia

08-60-005 1200 mm dia

This activity involves the cleaning of culverts of specified sizes including pipe barrels, the outlet/inlet structures, and the outlet drains, keeping them free of all debris, weed, silt and any obstruction to ensure free passage of water at all times. The debris shall be deposited in approved spoil dumps as directed by the Engineer

Partially blocked culverts shall be those with less than half of the barrel blocked.

Correct widths and slopes of the outlet drains shall be maintained. The gradient of the outlet drain shall be not less than 2 %.

All broken culvert barrels discovered in the course carrying out this activity shall be reported to the Engineer.

This activity shall be carried out before the rains, or as directed by the Engineer.

Work Method

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

Quality Control

The culverts shall be checked as free of debris to the satisfaction of the Engineer.

Measurement Unit: **m**

The measurement shall be the length of culvert, including the outlet drain, cleaned

Payment

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

08- 60-006-010 Culvert Cleaning (Fully blocked)

08 - 60 - 007	450mm dia;
08 - 60 - 008	600mm dia;
08 - 60 - 009	900mm dia;
08 - 60 - 010	1200mm dia;

This activity involves the cleaning of culverts of specified sizes including pipe barrels, the outlet/inlet structures, and the outlet drains, keeping them free of all debris, weed, silt and any obstruction to ensure free passage of water at all times. The debris shall be deposited in approved spoil dumps as directed by the Engineer

Fully blocked culvert shall be those with greater than half of the barrel blocked.

Correct widths and slopes of the outlet drains shall be maintained. The gradient of the outlet drain shall be not less than 2 %.

All broken culvert barrels discovered in the course of carrying out this activity shall be reported to the Engineer.

This activity should be carried out before the onset of the rains, or as directed by the Engineer.

Work Method

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

Quality Control

The culverts shall be checked as free from debris, to the satisfaction of the Engineer.

Measurement Unit: **m**

The measurement shall be the length of culvert, including the outlet drain cleaned.

Payment

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

08-60-016/035 Supply and Install Concrete Pipe Culverts

08-60-025	600mm unhaunched
08-60-025	600mm haunched (Type IV)
08-60-027	900mm unhaunched
08-60-027	900mm haunched (Type IV)

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

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

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

The pipes shall be haunched or surrounded, according to the Type specified, with Class 15/20 concrete to the dimensions shown on the Drawings or as directed by the Engineer. All concrete works will be batched using gauge box made from either steel, timber or plywood with inside dimensions of 400mm by 300mm by 300mm deep, the volume of the box is 0.036m³.

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

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

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

Work Method

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

Quality Control

- Before mixing, all materials such as water, cement, sand and ballast used for concrete production and the Contractor's working method shall be approved by the Engineer.
- the compressive strengths of concrete will be tested using cube crushing method;
- In addition, the concrete quality shall be checked for cracks, honey combing, and other defects.
- Before the pipes are laid, the gradient of the concrete bedding shall be checked and shall not be less than 2%;
- The joints shall be checked to see that they have been properly made.

Measurement Unit: **m**

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

Payment

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

08- 60- 017 Head Wall Repair - Masonry

This activity involves the repairs to damaged head walls and wing walls built in 200mm thick masonry stones.

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

Work Method

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

Quality Control

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

Measurement Unit: **No**

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

Payment

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

08-60-018 Headwall Repair - Concrete

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

Work Method

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

Quality Control

The work shall be carried out to the satisfaction of the Engineer.

Measurement Unit: **No**

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

Payment

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

08-60-019 200mm thick dressed masonry walling to culverts' wingwalls and headwalls.

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

Work Method

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

Quality Control

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

Measurement Unit: **m²**

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

Payment

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

08-60-020 Provide, place and compact class 20/20 concrete to culverts' headwalls, wingwalls, aprons and toe beams including form work.

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

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

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

Work Method

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

Quality Control

- The dimensions of the structures shall have a maximum tolerance of + 20mm / - 10mm
- Before mixing, all materials such as water, cement, sand and ballast used for concrete production and the Contractor's working method shall be approved by the Engineer.
- the compressive strengths of concrete will be tested using cube crushing method;

- The workability and mix of concrete shall be checked using the slump test and shall have a slump limit as directed by the Engineer.
- In addition the concrete shall be checked for cracks, honey combing and other defects at the time of striking the formwork.

Measurement Unit: m^3

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

Payment

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

08-70- 001 Provide Stone Pitching using 150mm dressed masonry stones

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

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

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

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

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

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

Work Method

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

Quality Control

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

Measurement Unit: m^2

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

Payment

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

08- 70- 002 Stone Pitching Repair

This activity involves the repair of stone pitching on slopes, in inlet/outlet aprons and access drifts. The stone pitching shall be inspected and repairs carried out as directed by the Engineer, including the replacement and re-bedding of missing or loose stones; the repair of mortar jointing; and the cleaning out of weepholes, as required. All work shall be to the lines and levels of the original construction with new 150mm thick masonry stones and mortar being flush with the adjacent materials.

Work Method

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

Quality Control

The work shall be carried out to the satisfaction of the Engineer.

Measurement Unit: m^2

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

Payment

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

08-70- 004 Supply and Install Gabions

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

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

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

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

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

Work Method

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

Quality Control

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

Measurement Unit: m^2

The measurement shall be the square meter of Gabion boxes or mattresses installed.

Payment

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

08-70-005 Rockfill to Gabions

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

The boxes shall be filled in layers from the sides towards the middle in an interlocking stone matrix to prevent deformation and bulging. The interior and top layers of the boxes shall be hand packed with smaller stone to form a tightly compact structure and rammed in place. Care shall be taken to ensure that each layer of boxes is filled evenly and to a level surface before the next course of boxes is placed.

Work method

The Contractor shall use **Labour** to carry out this activity.

Quality Control

The filling and compaction of the stones in the Gabion boxes shall be approved by the Engineer.

Measurement Unit m^3

Rockfill to Gabions shall be the volume of Gabions filled.

Payment

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

- 08-70-006 Scour Checks (Concrete)**
08-70-007 Scour Checks using 200mm thick dressed Masonry stones
08-70-008 Scour Checks (Wooden Stakes)

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

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

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

Table 8.1: Scour checks spacing

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

Work method

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

Quality Control

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

The sizes of the stakes and stones used shall be in accordance with the Drawings

The shape of the scour check shall be checked using the scour check template.

Measurement Unit: **No.**

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

Payment

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

- 08-70-009: Scour Check Repair - masonry**
08-70-010: Scour Check Repair - wooden
08-70-011: Scour Check Repair - concrete

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

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

Work Method

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

Quality Control

The sizes of the stakes and stones used shall be as the original construction.

The shape of the scour check shall be checked using the scour check template.

Measurement: *No.*

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

Payment

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

08-70-012 At-level Scour Checks

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

Work Method

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

Quality Control

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

Measurement Unit: *No*

The measurement shall be the number of scour checks constructed.

Payment

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

08-70-013(b) Stone Chute Stabilisation**08-70-014 Stone and Post Chute Stabilisation**

The Contractor shall construct gully-head protection works as directed by the Engineer to the dimensions and details shown on the **Drawings No. C25**.

The dimensions of the stones shall not be less than 200mm and the volume not less than 0.01m³ for the smaller stones and pebbles to be used as the transition layer between the stone structure and the ground. No rounded stones shall be used. Posts shall be durable hardwood minimum 900mm in length and 15mm diameter.

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

Work Method

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

Quality Control

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

Measurement Unit: *No*

The measurement shall be number of units constructed.

Payment

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

08-70-016 Stone and Post Check Dams

The Contractor shall construct check dams in erosion gullies to the dimensions and details shown on the **Drawings No. C24** and as directed by the Engineer.

The dimensions of the stones in the main structure shall not be less than 200mm and the volume not less than 0.01 m³ for the stones and pebbles for the transition layer between the stone structure and the ground. No rounded stones shall be used.

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

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

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

Work Method

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

Quality Control

The Engineer shall check the workmanship and spacing of the check dams.

Measurement Unit: No

The measurement shall be the number of check dams constructed

Payment

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

08- 80-001 Access Drifts (Using 200mm thick Dressed Masonry Stones)**08-80-002 Access Drifts (Concrete)**

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

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

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

The area to be covered shall be trimmed to the line and slope shown on the Drawings or as directed by the Engineer, and the prepared surface compacted with hand rammers or appropriate equipment. The concrete shall

be poured in bays of half road width and of length 10-15 metres, between construction joints, with steel mesh reinforcement mats laid 50mm below the finished surface level. Contraction joints if required shall correspond with the construction joints where directed by the Engineer expansion joints shall be installed at positions and to the details given by the Engineer.

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

Work Method

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

Quality Control

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

Measurement Unit m^2 / m^3

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

Payment

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

08- 80-004 Drift Maintenance – desilting

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

This activity shall be carried before the rains, or as directed by the Engineer.

Work Method

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

Quality Control

The work shall be carried out to the satisfaction of the Engineer.

Measurement Unit: m^3

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

Payment

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

08-80-005 Drift Repairs – Concrete

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

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

Quality Control

The work shall be carried out to the satisfaction of the Engineer.

***Measurement Unit:* m³**

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

Payment:

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

SECTION 9: PASSAGE OF TRAFFIC

09-50- 004 Traffic Control

The Contractor shall provide warning signs, fences, barriers, detours, which shall be properly positioned in advance of the Works to ensure that traffic is well and safely accommodated for the duration of the Works.

Traffic signs and other traffic control facilities shall be kept in good condition and located in positions where they are visible to road users.

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

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

Drawing No. C22 shows the type of signs to be availed for traffic control on site

Where a diversion has been provided: After the construction of diversion has been completed and before work starts, warning signs, barriers and cones must be placed around the work area. Signs must be placed in the following order:

- ***“Men Working”*** signs should be placed 200 metres in front of the work area.
- ***“Turn Left/Right”*** arrows should be placed 100 metres in front of the work area.
- Cones should be placed diagonally across the road to lead into the diversion.
- ***“Keep Left/Right”*** arrows should be placed at the ends of the lines of cones.
- Barriers should be placed behind the lines of cones.
- ***“End of Restriction”*** signs should be placed beyond the ends of the diversion
- At night yellow lamps should also be used to mark the extent of the work at the diversions.

Drawing No.C-25 shows sign posting for diversions

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

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

- ***“Men Working”*** signs ***should*** be placed 200 metres in front of the work area,
- ***“Road Narrows”*** signs ***should*** be placed 100 metres in front of the work area,

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

Drawing No.C-26 shows sign posting for diversions of traffic to one side of the road

Work Method

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

Quality Control

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

Measurement and Payment: months

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

SECTION 10: GRADING AND GRAVELLING

Scope:

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

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

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		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			
<ul style="list-style-type: none"> For "Quarry Waste" gravel stones of maximum dimension 80mm may be permitted 		BEARING STRENGTH REQUIREMENTS		
		Traffic Commercial		DCP
		VPD	CBR	Equivalent
				mm/Blow
		>15	20	11
		<15	15	14
		<ul style="list-style-type: none"> 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 Contractor shall be responsible for the acquisition of the quarry rights and shall conduct respective negotiations with landowners and affected communities. The Engineer shall approve quarries and the extent of their exploitation.

Alternative sources of gravel material whose quality can be shown to be in compliance with the specification requirements may be used, with the approval of the Engineer and at no extra cost to the Employer. The Contractor is deemed to have included in his rates for the provision of the gravel material.

10-50-001 Carriageway Grading – Heavy Grading

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

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

The material shall be bladed toward the centre of the road starting from both edges until the specified camber is achieved. Suitable material from the side drains may be used as additional material. Any further material needed to achieve the correct camber shall be from an approved source. Compaction shall be carried out using appropriate equipment approved by the Engineer, from the carriageway edges to the centreline in overlapping passes.

No grading shall be carried out in dry conditions. Where additional moisture is required to achieve compaction, it shall be added in an even manner without transverse or longitudinal flow.

Work Method

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

Quality Control

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

Measurement Unit: m^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^2

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

Payment

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

10-60-001 Excavation, haul to any distance, Spreading and Compaction of Gravel - Labour/Equipment

- Excavation:** Gravel shall be excavated from quarries approved by the Engineer, and the Contractor shall inform the Engineer if the quality/availability of the gravel changes during the course of excavation.

Stones and boulders with one dimension greater than 80mm shall be removed from the excavated gravel and deposited outside the quarry at locations approved by the Engineer. Such stones and boulders may be reused in other parts of Works with the approval of the Engineer.

- Haulage:** The Contractor shall load the excavated gravel, haul by appropriate equipment and off-load on the road as directed by the Engineer. Where the quantity delivered in any load falls short of the equipment capacity, off-loading shall only be permitted after the agreed spacing is adjusted accordingly.

No vehicle with a capacity of greater than 10 tonnes shall be permitted to off-load gravel directly on the prepared formation. Any greater loads shall be dumped in stockpiles off-road and transported to the formation areas by appropriate means.

Where loads supplied are found to contain material other than from the approved quarry and are of unacceptable quality, the Contractor shall remove them from site at the Contractor's expense.

No separate payment will be made for haulage and the Contractor shall be deemed to have included the all the costs related to haulage in his rates for Gravel.

- iii. **Control of Heaps along the Road:** The spacing of the gravel heaps delivered by the trucks shall be such that the traffic flow is not unduly interrupted. The spacing for each heap shall be demarcated and enough material be placed to cover 60-80m half width pavement. Any greater loads shall be dumped in stockpiles off-road and transported to the formation areas by appropriate means.

Where loads supplied are found to contain material other than from the approved quarry and are of unacceptable quality, the Contractor shall remove them from site at the Contractor's expense.

Unless otherwise instructed the moisture content of the material shall be within $\pm 2\%$ of optimum. Where additional moisture is required water, it shall be applied in an even manner and the rate of application shall be such that no transverse or longitudinal flows occur.

- iv. **Placing of Shutters (ref. standard drawings C-27):** The contractor shall provide vertical shutters with the sufficient height to achieve compacted thickness instructed by the Engineer on either side of the material being compacted. The quantity of shutters supplied shall be sufficient for one day's work. Care shall be taken when fixing the shutters to ensure that no bumps are built into the surface and that a smooth vertical and horizontal alignment is obtained. The shutters shall be firmly anchored and supported using steel pins to ensure they are not displaced laterally during the compaction; in addition they should be correctly placed to comply with specified dimensions, lines and levels of the road, subject to the approval of the Engineer's Representative. The shutters shall be made using steel, timber or both.

The Contractor shall spread and compact gravel material, in a manner to ensure a uniform thickness of the layer across the full width of the carriageway and shaped to the specified camber. Spreading also includes the removal of any oversized stones or boulders, which cannot be broken down to the required size, to spoil dumps. Gravel shall be spread within 24 hours of off-loading. The compacted thickness of any layer laid and compacted shall not exceed 120mm. once the shutters are removed, the contractor shall and provide and compact soft material to support the vertical edges of gravel layer.

- v. **Compaction:** Compaction of the gravel material shall be carried out from the carriageway edges to the centreline by overlapping passes of the compaction equipment. Any corrections to ensure lateral and longitudinal level finish is achieved shall be done immediately. The number of passes shall be dependent upon the equipment used and the material being compacted to achieve dry density of at least 95% MDD (AASHTO T180). The density tests will be carried out at 100m intervals along the road on the compacted material. The Engineer may instruct the Contractor to test any section of the road at random to ascertain the compaction.

Work Method:

The Contractor shall use both **Labour** and appropriate Equipment as instructed by the Engineer to carry out this item.

Quality Control:

- The contractor will test the compaction of formation and seek the approval prior to dumping gravel.
- Oversize stones (more than 80mm) and boulders shall not be loaded for haulage to the road.
- Areas containing deleterious material shall not be excavated
- No haulage equipment shall be used until its capacity has been ascertained by the Engineer

- The quantity of material delivered in each load shall be checked before dumping is allowed
- The quality of gravel dumped on the road shall be according to the Specifications. Testing of dumped material on site might be required as per the Engineer's instructions
- The distance between the stacks shall be checked to ensure the sufficient material is available to fill the gravel shutters to the top.
- The gravel surface width shall be checked at 100m intervals and shall have a tolerance of + / - 50mm
- The compacted gravel will tested at intervals of 100m along the road, all compacted sections must achieve dry density of at least 95% MDD (AASHTO T180)
- Trial holes shall be dug as directed by the Engineer to check the gravel thickness and shall have a tolerance of + 5mm / - 0mm
- The camber with a cross-fall of 8% (compacted) shall be checked at 50m intervals and the maximum tolerance shall be + / - 1 %
- The longitudinal profile shall be checked after the compaction of each load to ensure a smooth surface with no corrugations or depressions

Measurement Unit: **m³**

- The measurement shall be the volume of compacted gravel surfacing measured net according to the drawings and shall include the excavation and the cost of a haul to any distance, measured from centre of volume of the source of material.

Payment

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

10-60- 002 Haulage (to any Distance)

The Contractor shall load the excavated gravel, haul by appropriate equipment and off-load on the road as directed by the Engineer. Where the quantity delivered in any load falls short of the equipment capacity, off-loading shall only be permitted after the agreed spacing is adjusted accordingly.

No vehicle with a capacity of greater than 10 tonnes shall be permitted to off-load gravel directly on the prepared formation. Any greater loads shall be dumped in stockpiles off-road and transported to the formation areas by appropriate means.

Where loads supplied are found to contain material other than from the approved quarry and are of unacceptable quality, the Contractor shall remove them from site at the Contractor's expense.

Work Method:

The Contractor shall use both Labour and Equipment as instructed by the Engineer to carry out this Item.

Quality Control:

- No haulage equipment shall be used until its capacity has been ascertained by the Engineer
- The quality of gravel dumped on the road shall be according to the Specifications. Testing of dumped material on site might be required as per the Engineer's instructions
- The distance between the stacks shall be checked to ensure the sufficient material is available to fill the gravel shutters to the top.

Measurement Unit: **N/A**

No separate measurement and payment shall be made for haulage as the Contractor is deemed to have included for cost of complying with this clause in the rate for gravel.

Payment

No separate measurement and payment shall be made for haulage to any distance as the Contractor is deemed to have included for cost of complying with this clause in the rate for gravel.

10-80- 002 (a) Removal of Overburden - Labour**10-80- 002 (b) Removal of Overburden - Equipment**

The Contractor shall remove overburden from quarries and borrow pits, which includes loading, hauling and stockpiling at approved locations. The thickness of the overburden layer to be removed shall be determined from trial pits dug on a 30-metre grid within the quarry area.

The overburden shall be deposited neatly for re-use to reinstate the quarry on completion of the Works, as directed by the Engineer.

Work Method:

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

Quality Control

- The location and manner of stock piling of the overburden for the reinstatement of the quarry shall be to the approval of the Engineer.

Measurement Unit: **m³**

The measurement shall be the volume of overburden removed as calculated from the cleared area and the mean depth indicated from the trial pits.

Payment

The unit rate shall include full compensation for labour, tools materials and equipment, haulage, stockpiling and incidental costs required for carrying out the work

SECTION 20: ROAD FURNITURE***Scope:***

This section comprises those items of Road Furniture to be erected and maintained as aids to road safety, including traffic signs and guardrails.

20- 50- 001 - 004 Installation of Road Reserve and Culvert Marker Posts

This activity involves the installation of road reserve and culvert marker posts, the road reserve marker posts will be 150mmx150mmx1500mm high with 900mm ground above.

The Engineer shall determine the location of the posts. They shall be set in a simple excavation and backfilled with mass concrete. The depth of the excavation shall be determined on the site, depending on the size and shape of the posts.

Work Method

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

Quality Control

- The posts shall be vertical and firmly bedded to the approval of the Engineer

Measurement Unit: **No**

The measurement shall be in number of marker posts.

Payment

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

20-50-005 Traffic Signs

The Contractor shall erect traffic signs of the type and at locations as directed by the Engineer. The signs materials and quality are shown on the Drawings. The signs shall be bedded in concrete Class 15/20 and shall be supported vertically until the concrete is set.

Work Method.

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

Quality Control.

The Engineer shall check the sign position before concrete is backfilled.

Measurement Unit: **No**

The measurement shall be the number of signs erected.

Payment

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

20-50-006 100mm wide Road markings – White

Provide and apply approved reflectorised hot applied thermoplastic, 100mm wide Road markings – White

Paint for road marking shall be internally reflectorised hot applied thermoplastic material in accordance with Clause 219 of the Standard Specification.

The rates inserted in the Bills of Quantities for road marking shall include preparation works.

Measurement Unit **m²**

The measurement shall be the area of the surface painted.

Work Method:

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

Payment

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

20-50-007 100mm wide Road markings - Yellow

Provide and apply approved reflectorised hot applied thermoplastic, 100mm wide Road markings - Yellow

Paint for road marking shall be internally reflectorised hot applied thermoplastic material in accordance with Clause 219 of the Standard Specification.

The rates inserted in the Bills of Quantities for road marking shall include preparation works.

Measurement Unit: **m²**

The measurement shall be the area of the road surface painted

Work Method:

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

Payment

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

20-50-008 Guardrail Repair

This activity involves the repair of Guardrails (including rails, posts and fixings) to a properly aligned, vertical and secure condition. The repair shall include securing any loose posts by re-compaction or removal of any unsuitable material surrounding the post, importing and compaction of suitable materials to render the posts secure, and the re-fixing of the rails.

Work Method

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

Quality Control

- The guardrails shall be checked as being properly aligned secure and in a vertical position
- The fixings shall be hand checked to be firmly fixed

Measurement Unit: **m**

The measurement shall be the length of Guardrail repaired

Payment

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

20-50-010 Installation of Guard Rails

The Contractor shall erect guardrails at locations shown on the Drawings or as directed by the Engineer. The Beams for guardrails shall be "Armco Flexbeam" or similar obtained from a manufacturer approved by the Road Authority and shall be erected on concrete posts of top diameter not less than 150mm. The spacer block shall be concrete casted together with the post as one.

Posts shall be casted and shaped as shown on the Drawings and provided with the necessary bolts, nuts, washers.

Holes excavated for the posts shall be spaced to suit the standard length of guardrail supplied, and shall be of sufficient size to permit the proper setting of the posts and to allow room for backfilling and compacting. At least 1 metre of a post shall be embedded in the ground. The backfilling shall be with 12:1 soil cement mixture, or as otherwise directed by the Engineer, after the erected rails have been approved by the Engineer.

Work Method

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

Quality Control.

The Engineer shall check the post and rail erection before final backfilling.

Measurement Unit: m

The measurement shall be the length of Guardrail erected.

Payment

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

SECTION 22: DAYWORKS

A Provisional Sum shall be included in the Bills of Quantities to cover the payment of equipment, labour and materials for work instructed by the Engineer on a Dayworks basis.

The Contractor shall include prices for all items in the Schedule of Rates, in the Dayworks Bill, and shall carry out work using these rates only if directed by the Engineer. The total sum for this bill shall not be less than 1% of the total tender sum.

Measurement and Payment**a. Equipment:**

Payment for equipment shall only be made for the time each item of equipment is working. Idle time due to breakdown or incompleteness of the equipment shall not be paid. The rate of equipment shall include for the cost of the following:-

- i. Transport of the equipment to the site
- ii. Operators, drivers and assistants including their overtime
- iii. Fuels and lubricants
- iv. Maintenance, spare parts and all costs of repairs
- v. Depreciation, insurance, overheads and profits.

b. Labour

Payment shall only be made for the time each of worker working on the Dayworks as instructed by the Engineer. The rate for labour shall include the cost of,

- i. All wages, allowances and other payments due to the worker
- ii. Provision of small tools used on Dayworks activities by labourers and tradesmen.
- iii. Insurance, overheads and profit.

c. Materials

Payment shall only be made for materials instructed by the Engineer for use in Dayworks activities. The rate for materials shall include for the cost of provision of the material, transport to site, storage, handling, overheads and profits.

d. Schedule of Dayworks

The Engineer shall compile a Schedule of the Equipment, Labour and Materials which may apply to Dayworks activities, to be included in the Dayworks Bill.

SECTION 25: CROSS CUTTING ISSUES

Scope

Crosscutting issues are those that are too complex to be solved by a single action from just one of the many partners who are involved in a roadwork project or programme. In most cases the Engineer will require the assistance and cooperation of the local communities, local NGOs and other government departments who are dealing with such issues. The following have been identified as cross cutting issues in the programme:

- **HIV / AIDS Awareness & Prevention Campaign**
- **Environmental mitigation measures**
- **Safety and Health Measures on Site**
- **Gender Equality**
- **Labour Standards**

25-50-001 HIV / AIDS Awareness & Prevention Campaigns

Scope:

This section sets out the Contractors obligations with regard to on-site HIV / AIDS awareness campaign and preventive measures that are to be instituted.

25-50-001(a) HIV / AIDS Awareness Campaign

The Contractor shall institute an HIV / AIDS awareness campaign amongst his workers for the duration of the Contract.

The Contractor shall display AIDS awareness posters in all buildings frequented by workers employed on the Contract, where such buildings fall under the control of the Contractor.

In addition at least two of the Contractors vehicles regularly used on site shall display HIV / AIDS awareness posters. The posters shall be printed on gloss paper and shall be at least A1 size on buildings and A3 size or other approved size on vehicles. The message on the posters shall be supplied by the Employer through the Engineer.

Aids awareness shall also be included in the orientation process of all workers employed on the Contract.

According to ILO and Government of Kenya, the contractor shall not allow discrimination against persons infected or affected by HIV/AIDS and screening is not a requirement for job applications.

Measurement Unit: ***month***

The measurement shall be the month expressed as a percentage of the physical progress done or part thereof, measured over the duration of the campaign.

Payment:

The rate shall include full compensation for equipment; labour and material required for the provision of the item.

25-50-001(b) AIDS Prevention Campaign

The Engineer will **procure a subcontractor** who jointly with main contractor shall institute an HIV / AIDS prevention campaign amongst the workers for the duration of the Contract.

As part of the campaign the subcontractor will be required to make condoms available to the workers. The subcontractor will be expected to contract some health professionals and NGOs who have the capacity to carry out adequate prevention campaigns and provide counselling services.

Submission of reports

The contractor will be required to submit quarterly HIV/AIDS Awareness and Prevention Campaigns report.

Measurement and Payment-Sub contractor***Measurement Unit:* month**

The measurement shall be the month, measured over the duration of the campaign. Physical evidence in form of photos, minutes of the meetings, video shows to be attached as measurement sheets.

Measurement and Payment-Main contractor

The Engineer shall include a Prime Cost Sum for this item to be availed to the Engineer as instructed. The Contractor will be paid on a prime cost basis plus a percentage for overheads and profits

25-50-002 Environmental Mitigation measures

In order to minimise the negative effects on the environment during the construction phase, the following issues and the corresponding mitigation measures have been recommended:

A copy of the ESMP is attached as an appendix to the specifications

Responsibilities and Liabilities

In conjunction with his obligations defined under the Contract, the Contractor will plan, execute and document construction works pursuant to the specifications below.

The Contractor is liable for all damages to natural resources caused by the execution of the Works or the methods used for execution, unless it is established that the execution or methods were necessary, according to the provisions of the Contract or an Employer's Representative's instruction.

Management of Non-conformities

Non-conformities detected during inspections carried out by the Contractor or Employer's Representative are subject to a process adapted to the severity of the situation. The non-conformities will be defined as Deviations from the requirements of the applicable regulations, the ESHS Specifications, the ESMP, and the Worksite - ESMP.

Measurement and Payments

Environmental Mitigation Measures will be paid as a Lump sum, and shall be paid on a Monthly basis, upon the approval by the Engineer that adequate measures have been provided as per the criteria below. .

The contractor will be required to submit a monthly environmental mitigation measures statement that will be jointly cross checked by the Engineer and the contractor for compliance as a measurement sheet.

25-50-002-1 Air Quality

1. Water shall be sprayed along the road and surrounding areas to minimize formation and spread of dust;
2. Dust generating activities (excavation, handling and transport of soils) should not be carried out during times of strong wind';
3. When storage, handling and transportation of bulk materials is made in the open air and exposed to the wind, the Contractor implements the necessary dust abatement measures, including one or several of the following techniques: vegetation of the surface, covering of the surface, humidification of the surface, covering the trucks, etc.
4. Vehicles delivering soil materials shall be covered to reduce spills and windblown dust;
5. Vehicle speeds shall be limited to minimise the generation of dust on site and on diversion routes;
6. Provide appropriate dust masks for use by construction workers in areas with high dust levels

25-50-002-2 Noise pollution

1. The Contractor shall keep noise level within acceptable limits as per EMCA Noise Regulations;
2. Construction workers are required to wear ear muffs in areas exposed to excessive noise levels;
3. All Project vehicles should be maintained regularly including proper fine tuning of engines;
4. Truck drivers shall avoid the use of horns at all times, as much as possible.

5. Except as otherwise provided in the Contract or unless waived by the Employer's Representative, high noise generating works (e.g. pile driving, blasting, rock clearing, drilling, percussion drilling) which may impact occupied receptor areas are carried out during normal working days, but prohibited at night. A receptor area is defined as an area used for nocturnal socioeconomic activities (e.g. accommodation camps, residential areas, hotels, health centres)

25-50-002-3 Vegetation Loss

1. Areas to be cleared should be agreed and demarcated before the start of the clearing operations to minimize exposure
2. The use of existing cleared or disturbed areas for the Contractor's Camp, stockpiling of materials etc. shall be encouraged.
3. Vegetation clearing using chemicals is not permitted.
4. The Contractor undertakes physical demarcation of zones to be cleared using a method approved by the Employer's Representative.

25-50-002-4 Impacts on soils

1. Where possible, construction activities in hilly areas are to be undertaken during dry season. Construction should be minimal during the long rainy season (March to May) and the short season (October to December);
2. Wherever possible, earthworks should be carried out during the dry season to prevent soil from being washed away by the rain;
3. Excavated materials and excess earth should be kept at appropriate sites approved by the Supervising Engineer (topsoil to be kept separately and reused for site restoration)
4. Increase number of drainage outlets along the Project Road;
5. Drain outlets placed so as to avoid cascade.
6. Install erosion control measures (gabions) to protect the bank of the seasonal rivers of Milgis and Merille to the extreme south flow eastward and drain into the Sori Adio Swamp.

Measurement and Payments

The Engineer will instruct the permanent works related to this clause such as soil erosion measures and pay under the relevant bill items.

25-50-002-5 Impacts on water resources

1. To avoid exerting pressure on existing water resources, the contractor can drill a borehole along the Project route, for use during construction subject to NEMA approval. The borehole should be handed over to the host community upon completion of the project as CSR by the contractor;
2. Prohibit disposal of solid wastes into the ponds/watercourses, agricultural fields and public areas;
3. Prohibit placement of construction materials or waste storage areas near water courses;
4. Discharge of oily wastewater, fuel, hazardous substances and wastes, and untreated sewage to watercourses/canals and on the ground/soil shall be prohibited;
5. Construct retaining structures such as gabion baskets, rip-rap, etc at the Milgis and Merille River
6. Suspended solids in rainwater are removed using sediment traps / settling ponds. Rainwater from vehicle parking areas, machinery areas, workshops is subject to treatment with oily water separators.

Measurement and Payments

No separate payment shall be made for this item

25-50-002-6 Contractor's camp site

1. The site for the Contractor's Camp shall be determined in collaboration with the RE taking into consideration the following:
 - i. The security situation in the area.
 - ii. The local administration shall be involved in the site location to avoid destruction of any cultural sites or any other conflict;
 - iii. The Contractor's Camp layout shall take into account availability of access for deliveries and services and any future works;
 - iv. The Contractor's Camp should also be of sufficient size to accommodate the needs of all sub-contractors that may work on the project.
 - v. Decommission the camps and reinstate the land to its natural condition by filling excavations and planting suitable saplings.

Sanitation

1. The Contractor shall comply with all laws and any by-laws relating to public health and sanitation;

Workshops

1. Where practical, all maintenance of equipment and vehicles on site shall be performed in the workshop.
2. If it is necessary to do maintenance on site, but outside of the workshop area, the Contractor shall obtain the approval of the Regional Director prior to commencing activities;
3. The Contractor shall ensure that there is no contamination of the soil, vegetation or surface water in his workshop and other plant or emergency maintenance facilities.
4. The workshop shall be kept tidy at all times and shall have the following as a minimum:
 - i. A smooth impermeable floor either constructed of concrete or suitable plastic covered with sufficient gravel to protect the plastic from damage;
 - ii. the floor shall be bounded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil);
 - iii. Drip trays shall be used to collect the waste oil and lubricants during servicing and shall also be provided in construction areas for stationary plant (such as compressors);
 - iv. The drip trays shall be inspected and emptied daily;
 - v. Drip trays shall be closely monitored during wet weather to ensure that they do not overflow.

General Materials Handling and Storage

1. All materials shall be stored within the Contractor's camp unless otherwise approved by the Regional Director;
2. All imported fill, soil and/or sand materials shall be free of weeds, litter and contaminants. Sources of imported materials shall be listed and approved by the Regional Director
3. The Contractor shall ensure that delivery drivers are informed of all procedures and restrictions (including 'No go' areas) required;
4. Any electrical or petrol driven pumps shall be equipped and positioned so as not to cause any danger of ignition of the stored product;
5. Collection containers (e.g. drip trays) shall be placed under all dispensing mechanisms for hydrocarbons or hazardous liquid substances to ensure contamination from any leaks is reduced;
6. Regular checks shall be conducted by the Contractor on the dispensing mechanisms for all above ground storage tanks to ensure faulty equipment is identified and replaced in timely manner;

7. Only empty and externally clean tanks may be stored on bare ground. All empty and externally dirty tanks shall be sealed and stored on an area where the ground has been protected.

25-50-002-7 Solid and Liquid Wastes

1. The contractor shall develop a Waste Management Plan (WMP) prior to commencement of works;
2. The Contractor is responsible for identifying, collecting, transporting and treating all waste produced on the Project Areas by its personnel, Subcontractors and visitors.
3. Any transportation of dangerous materials such as diesel etc, which can cause any environmental impact, will be carried out in a manner so as to cause minimal disturbance to the surrounding natural environment;
4. Storage of construction materials shall be confined to a designated area along the Project site or at the contractor's camp only;
5. The Contractor assesses, document and effectively implements any local recycling or re-use options for its waste.
6. Properly labelled and strategically placed waste receptacles shall be provided at all places of work; Located on a flat impervious surface to prevent infiltrations; Under cover for non-inert waste;
7. Litter bins should have secured lids to prevent animals and birds from scavenging;
8. Recycling of construction material shall be practiced where feasible;
9. The Contractor's hazardous waste is managed by a specialised waste Subcontractor

25-50-002-8 Impacts on Land

1. Obtain authorization to use the proposed borrows pits, including ESIA, before commencement of any material extraction activities;
2. Topsoil from borrow pits should be held on site as much as possible to backfill after construction materials are exhausted;
3. Safety distances should be maintained in material sourcing operation; 100m to any shopping centre, school or dispensary and 50 m to any house irrespective of consent from the owner;
4. Borrow pits shall be located more than 20 m from watercourses, in position that will facilitate the prevention of storm water runoff from the site from entering the watercourse;
5. Material borrowing sites used for the Project should be decommissioned upon completion of the Contract and the land reinstated to its natural condition, or to an acceptable condition

25-50-002-9 Impacts on Biodiversity

1. In order to minimize potential impacts on wildlife migration especially, elephants, the Project shall liaise with the KWS Warden at Marsabit Station and the existing Community Conservancies to integrate wildlife protection measures in the road design and during construction.
2. Involve the local community and the conservancy fraternity in creating awareness on possible long-term effects of the road on wildlife and humans;
3. At the very least, clear wildlife crossing signs are recommended at both ends of the road to warn and alert Project workers on the potential existence of wildlife in the area.
4. Where possible, areas shall be cleared from one side to another, or from the inside out, to prevent animals becoming trapped.
5. Create awareness amongst the labour force on protection of wildlife and specifically poaching and develop a code of conduct for the Project prohibiting hunting or harassing of wildlife;
6. Appropriate waste management by covering all solid waste especially at the contractor's camp;
7. Fence off the contractor's camp and borrow pit sites to keep wildlife away;
8. Install speed calming measures such as bumps and flashing lights near wildlife crossing sites;
9. Post speed limit sign preferably 40km/hr near wildlife crossings, which should be identified in liaison with the KWS.

10. The Contractor shall not introduce Invasive Alien Species

25-50-002-10 Disruption of Access to Property

Disruption of access to property must be kept to a minimum at all times. Where such disruption is unavoidable, the Contractor shall advise the affected parties and the Regional Director at least seven working days in advance of such disruption.

Damage to people and property

The Contractor shall not disturb or interfere with the inhabitants of local communities close to or in the Project Area, and shall respect their houses, cultures, animals, properties, customs and practices. The Contractor is responsible for damages to people and property caused by the execution of the Works or the procedures used for execution.

The Employer's Representative is informed of any damage caused to people, or the property of individuals, other than the Contractor's personnel, within 6 hours of the event, regardless of the value of the prejudice.

The Contractor provides compensation for any prejudice suffered by the owners and users of land, if these users are not the same parties as the owners.

25-50-002-11 Relocation of public utilities

1. Notice should be given to the utility users prior to any interruption in supply;
2. Liaise with relevant parties which include water service institutions and KPLC.

25-50-002-12 Delays in transportation

1. To avoid delays to road users, the contractor will be required to plan itineraries for site traffic on a daily basis. Traffic management and control is mandatory throughout the project;
2. Temporary road signs that are visible both during the day and at night indicating road works and restrictions will be required, as detailed in section 9 of the specifications;
3. The contractor should also set aside footpaths, cycle lanes and parking bays for heavy goods vehicles and public transport vehicles;
4. Areas where construction is taking place should have clearly marked speed reduction signage.

Measurement and Payments

Traffic Control will be paid under item 09-50- 004.

25-50-002-13 Disruption of Community

1. The Regional Director is to establish a formal grievance and redress mechanisms.
2. The Contractor will be required to minimise the risk of grievances with the local communities.
3. Where grievances occur, the Contractor will be required to assist in the process to investigate and resolve the grievance as effectively and quickly as reasonable;
4. The Contractors shall keep a 'Complaints register' on Site. The register shall contain:
 - i. All contact details of the person who made the complaint and information regarding the complaint itself;
 - ii. The investigations undertaken and response provided;
 - iii. Actions taken and by whom;
 - iv. Any follow-up actions taken.
5. Copies of complaints received are to be copied to the Regional Director, and where pertinent.

25-50-002-14 Site Security

1. The Supervising Engineer and Contractor in liaison with the security organs must create awareness to the security situation on the ground all the times;
2. Appropriate fencing, security gates, shelter and security guards are to be provided at the Construction
3. The Contractor must ensure that good relations are maintained with local communities and their leaders to help reduce the risk of vandalism and theft;
4. Site staff that are found to be involved in incidences of theft or pose other security risks to the local community are to be dismissed and reported to the authorities.

25-50-002-15 Fire Incidences

1. The Contractor shall ensure there is control of potential fire ignition points;
2. The Contractor shall ensure that there is basic fire-fighting equipment available on site;
3. Flammable materials should be stored in approved conditions.
4. Smoking shall not be permitted in those areas where there is a fire hazard.
5. The Contractor shall ensure that all site personnel are aware of the fire risks and how to deal with any fires that occur.

Site rehabilitation

Unless instructed otherwise by the Employer's Representative, the Contractor will rehabilitate all Project Areas disturbed by the Works, prior to the completion of the Works. All buildings and free standing and underground structures (e.g., piping, underground tanks, sumps and basins) are removed. All waste and rubble is removed. After removal of buildings structures and rubble, the Contractor returns Project Areas to their original condition.

25-50-003 Health and Safety Measures on Site

The Contractor shall ensure that all possible means of protection are given to the labour force at all times. Such protection shall include provision of high visibility clothing or vests, goggles and masks for workers in potentially dangerous locations or dealing with potentially harmful materials.

A health and safety plan should be put in place by the contractor, as part of the Worksite – ESMP, including its organisation for managing health and safety. The plan identifies and specifies:

- a) All health and safety risks relating to the execution of the Works, by also identifying gender-specific risks;
- b) Prevention and protection measures to control risks related to the execution of the Works, by differentiating, where necessary, measures concerning the protection of women and men;
- c) Human and material resources involved;
- d) Works requiring work permits; and
- e) Emergency plans to be implemented in the case of an accident.

In addition, this Health and Safety Plan describes how workers are trained in health and safety aspects.

The Contractor implements prevention, protection and monitoring measures, as described in the Health and Safety Plan.

The following Safety Measures should be adhered to:

- The contractor should engage a local community liaison person to manage community issues;
- First aid kits must be available on site, a qualified first aider should be on site during the working time and the Site Supervisor should also be conversant with first aid procedures. The Contractor shall maintain first aid kits with a minimum of the following items:-
 - Non Stick wound dressing
 - Selection of plaster/band aids
 - Crepe bandages
 - Gauze and cotton wool

- Antiseptic solution (washing wounds)
 - Antiseptic cream – Betadine, Burnol
 - Pain killers Panadol, Disprin
 - Anti diarrhoea – Immodium, Diadis, Charcoal
 - Anti histamine – Piriton, Triludan
 - Anti nausea – Stemetil
 - Eye ointment
 - Oral re-hydration sachets
 - Surgical gloves
- A safety officer who has safety training and knowledge of safety procedures should be present on site to ensure that all workers have guidance on the safety procedures;
 - The contractor shall ensure all workers obtain the mandatory national insurance cover (NHIF and WIBA);
 - The contractor shall ensure that the employees are equipped with appropriate hand tools and personal protective equipment (PPE) to protect and prevent possible injuries to the workers
 - Protective goggles for stone cutting, chiselling, grinding, and welding.
 - Face masks when working in dust and smouldering waste.
 - Helmets when working on sites where there is a danger of falling objects, e.g. in deep drains, digging pit latrines, work in quarries, etc.
 - The Site Supervisor should also know where the nearest hospital / clinic is and where an ambulance or quick transport can be found.
 - Special safety measures are required when deep trenches have to be dug, for example for culverts or structures. Depending on the material (natural soil slope) and the depth of the trench, strutting will be required to avoid collapsing trench sides. The construction of strutting has to be done carefully and requires an experienced builder.
 - The contractor should ensure there are warning signs on the construction site and on the road to protect from accidents;
 - No alcoholic drinks or drugs during work.

Quality Control

No worker will be assigned works without protective clothing; a percentage of the payment will be deducted whenever the Engineer or his representative finds a worker without protective gear.

Payment

50% of the Lump Sum payment for this item will be made when the contractor mobilises and provides all items as required by this clause, 25% will be paid when the works are 50% complete and the remaining 25% upon final completion.

25-50-004 Gender Equality

According to constitutional law of the Government of Kenya, women and men have the same rights and responsibilities which are to be ensured at all levels and in all aspects of daily life.

It is therefore the obligation of Contractor to ensure that gender equalisation is achieved in all aspects of contract works. That means women should get equal opportunities with men and the recruitment process must clearly demonstrate this. Opportunities for employment should also be offered to disabled people. Special activities that they can carry out have to be identified and allocated to them.

Measurement & Payments

No separate payment shall be made for this item but the Contractor will be expected to comply fully with the requirements of this clause.

25-50-005 Labour Standards

It is an obligatory duty of the construction sector to maintain the international labour standards, as Kenya is one of the signatories of the International Labour Conventions of the International Labour Organisation (ILO). The contractor should observe the following requirements:

Equality:

- Men and women should receive equal pay for work of equal value.
- Persons should be given equal opportunity and treatment in employment;

There should be no discrimination against persons in their employment and occupation on the basis of their race, colour, sex, religion, political opinion, national extraction or social origin, or on any other basis set out in new constitution.

Freedom from forced labour:

- Work or service should not be exacted from any person under the menace of penalty or under circumstances where the person has not offered himself or herself voluntarily.
- Work or service should not be exacted from any person:
 - As a means of political coercion;
 - As a method of mobilising and using labour for purposes of economic development;
 - As a means of labour discipline;
 - As a punishment for having participated in strikes
 - As a means of racial origin,
 - Social, national or religious discrimination.

Freedom of association:

All steps to be taken to protect, respect and promote workers and community's rights of association

Minimum age:

No person under the age of 18 years should be employed or work

Minimum wages:

Minimum wages should be established for groups of wage earner, in consultation with employers and Labour Department and workers organizations;

Protection of wages:

Wages should be paid in cash money. Workers should be informed of any deduction made from wages, and national regulations should set down condition for deductions from wages. Wages should be paid regularly at or near the place of work.

Before recruitment, adequate notice should be given and the notices posted in public places such as schools, chief's office and churches in order to reach as many people as possible.

During recruitment, the information on the number of jobs available and terms of employment (pay rates, timing and arrangements for payment including first payment date), should be disclosed openly. The recruitment process should be conducted in transparent manner without biases or any discrimination.

The unskilled labour is supposed to be sourced from the project area apart from specialised personnel like craftsmen and technicians who may be hired from elsewhere if they cannot be found in the project area.

Measurement & Payment

No separate payment shall be made for this item; the Contractor will be expected to comply fully with the requirements of this clause.

SECTION 26: PERFORMANCE BASED ROUTINE MAINTENANCE WORKS

26-50-001: Notice to Bidders

This section deals with the Procurement of Works under the Performance Based Routine Maintenance type of Contract. The maintenance will be carried out for a period of **three years** after improvement works are completed. During the second and the third year after completion of improvement works, the contractor will be required to carry out instructed works. These works will be fully funded by Government of Kenya.

This type of contract differs substantially from the traditional contracts for road maintenance works in that most of the payments to be made to the contractor are not based on quantities of works measured by unit prices for works inputs, but on measured ‘outputs’ reflecting the target conditions of the roads under contract (in other words: ‘what the roads are supposed to look like’), expressed through ‘**Service Levels**’. Another major difference is that the Contractor is responsible for designing (deciding on) the works necessary to reach the required Service Levels, and the durability and performance of the roads over a longer period.

For example, the contractor is not paid for removing 2 cubic metres of silt from a culvert (his actual work input) in a certain month, but for keeping the culvert clean and free of silt at all times (the output of his efforts). This means that in some months he will be paid the agreed standard monthly lumpsum amount even though he has not had to do much work. In other months he might have to do a lot of work but he will still only be paid the agreed standard amount. However, if he fails to meet the Service Levels by, for example, allowing a culvert to become silted up, he will have a reduction made from his monthly lump sum.

The Service Levels are defined in the Contract and so is the method of calculating the payment reductions for non-compliance. It is intended that the contractor is motivated to do good quality work so that he reduces his maintenance burden, and therefore his costs, over the duration of the contract. If he does shoddy work he will have to repeat it and this will increase his maintenance inputs and costs. *He* must decide how best to plan and execute the works in order to make his operations cost effective.

In this particular contract this method of payment, based on Service Levels, applies mainly to the ‘**off-carriageway**’ Routine Maintenance.

There is provision in the contract for repairs and maintenance works ‘on-carriageway’ and for emergency works that may have to be carried out from time to time, but these activities are paid for using the traditional method of measuring quantities of input items, and rates, given in the Bills of Quantities.

Another important aspect in the Performance type of contract is for the contractor and employer to enter into a long term relationship whereby the contractor takes over more responsibility for managing the condition of the road and is rewarded by a longer term contract than is traditional; sometimes several years.

26-50-002: Description of Project Road

The project road is in Marsabit County. It commences at Manyatta Jillo primary school, runs through Gororukesa dispensary, passes Boru Haro primary school, and ends at the central chief’s office and traverses a rolling mountainous terrain. It is an earth road, improved to Engineered gravel standards under this contract for the first 7.2Km, including provision of major and minor drainage structures i.e. drifts and culverts.

26-50-003: Scope of Works

- (a) Designing and carrying out ‘off-carriageway’ routine maintenance of the drainage system, including drainage and erosion control structures, and the control of vegetation, in order to achieve the Service Levels defined in the Specifications.
- (b) Carrying out activities ‘on-carriageway’ in order to achieve the Service Levels for cleanliness and safety as defined in the Specifications.
- (c) Repairs and routine maintenance of the paved surface, as directed by the Employer’s project Director.
- (d) Repairs and routine maintenance of the roads signs, safety barriers and other road furniture, as directed by the project Director.

- (e) Carrying out emergency works, as directed by the Engineer.

26A-50-006: Site Regulations, Health and Safety Measures and Work Procedures

The Contractor shall prepare and submit to the Engineer, for approval, his proposed site regulations, health and safety measures (including HIV/AIDS mitigation measures) and work procedures.

26A-50-007: Functions of Key Personnel

The Contractor will provide as a minimum the following permanent key personnel:

- i. **Project director** – the owner, director or senior manager of the company to oversee all contractual and operational functions of the contract.
- ii. **Site Supervisor** – to head the self-control unit and direct and oversee the day-to-day planning and site operations of the contract including staff and public safety issues, the free flow of traffic, liaising with the public and reporting to the project manager. He will also decide what works have to be carried out and supervise the labour force to ensure quality and adherence to the service levels, as well as the duties described in 26-50-005.

The roles could be done by the same person, depending on the size of the firm.

PART A: PERFORMANCE BASED ROUTINE MAINTENANCE WORKS

26A-50-004(a): Specifications - Performance Based Works

The services to be provided by the Contractor include all activities, physical and others, which the Contractor needs to carry out in order to comply with the Service Levels and other output and performance criteria indicated in the contract, or with any other requirements of the contract. In particular, they include management tasks and physical works associated with the following road-related assets and items:

- Inspect road, identify and remove all obstructions
- Clear side drains, mitre drains, cut-off drains
- Repair and replace scour checks
- Repair eroded ditches
- Clean cross culverts, access culverts, outlets and inlets
- Headwall repairs
- Clear stream channels
- Vegetation control: grass slashing, bush clearing, tree pruning
- De-silt drifts
- Maintenance and minor repairs to bridges.

Performance based routine maintenance services will be paid for as a fixed lump sum per km per month, with payment reductions made for non-compliance, if appropriate.

i. Timetable for Compliance with Service Level Requirements

In order to respect the Contractor's initial mobilization period, compliance with the service levels will be introduced gradually as shown in Table 26.1.

Table 26.1 Timetable for Compliance with Service Level Requirements		
Contract (Month)	Road Safety Compliance required on % of contract road	Durability Compliance required on % of contract road
1	50	50
2	100	75

3	100	100
4 until end of Contract	100	100

ii. Specification for Service Levels for Road Safety

The road user must be able to travel at a certain level of safety, unobstructed by objects, wash-out material and other debris on the gravel wearing course and shoulders. The criteria for determining the service levels for safety are given in Table 26.2. The enforcement of these criteria is expected to be an immediate priority of the contractor due to the critical importance of road safety, and 100% compliance is expected from Month 2, as shown in the Timetable in Table 26.1. Compliance will be determined by Visual Inspection.

Table 26.2 Service Levels for Road Safety		
Item	Service Level	Time Allowed
Cleanliness of the road gravel surfacing and shoulders	The road must always be clean and free of soil, debris, trash and other objects, which must be removed within the time given if they pose: <ul style="list-style-type: none"> – A high danger to traffic: such as rocks, fallen trees, dead animals, abandoned vehicles, fly tipping and other large obstacles etc: – A lesser (medium) danger to traffic: such as material washed on to the road after storms etc: 	6 hours 4 days

iii. Specification for Service Levels for Road Durability

iv. Drainage

In general terms the contractor must ensure that all drainage elements and structures are without obstructions which may reduce their normal cross-section and impede the free flow of water.

The Service Level requirements for drainage systems and drainage structures are shown in Table 26.3. Compliance will be determined by Visual Inspection.

Table 26.3 Service Levels for Drainage		
Item	Service Level	Time Allowed for Repairs and Tolerances Permitted
Side drains, ditches, mitre drains and unlined vertical drains	Must be clean and free of obstacles	Tolerance permitted: Siltation/Obstructions must less than 50mm in depth. Siltation/Obstructions must be cleared within 7 days after detection. Damages must be repaired within 3 weeks after detection.
Culverts and access drifts	Must be clean and free of obstacles and without structural damage. Must be firmly contained by surrounding soil or material.	As above
Scour checks and other erosion protection structures	Must be de-silted, structurally sound and firmly contained in surrounding soil or material.	As above

v. Vegetation

This section specifies the Service Levels to be complied with in the case of vegetation growing within the right-of-way/ road reserve.

Vegetation is to be controlled to the heights, at the locations and with the restrictions as set out in Table 26.4. Compliance will be measured with a tape measure.

Table 26.4 Vegetation Control Types		
Type	Height (mm)	Features applied to:
1. Vegetation Free Zone.	0	Carriageway, shoulders and structures.
2. Inner vegetation zone: from edge of shoulders to back of side drain/ditch or 2m away	25 (min) to 150 (max)	Road verges and large vegetated areas, including surface water channels with longitudinal gradients $\geq 3\%$. Also vegetation control around:

Table 26.4 Vegetation Control Types		
Type	Height (mm)	Features applied to:
from edge of shoulder on straights and outside of curves, and 5m on the inside of curves. Also control of vegetation around street furniture and other features.		<ul style="list-style-type: none"> • Marker posts • Signposts • Bridge and culvert markers • Guardrails • Bridge abutments • Cross culvert ends and headwalls • Inner side drains
3. Outer vegetation zone, excluding zone 2.	50 (min) to 300 (max)	Bush clearing and vegetation control around: <ul style="list-style-type: none"> • Marker posts • Access culvert ends and headwalls • Outer side drains • Channels with gradients $\leq 3\%$.
4. Growth encroaching into Vegetation Free Zone from the side or top.	Must be removed if within 5m above the road surface.	Applies to vegetation control including trees, scrub or branches hanging over the zone.

vi. Structures

The Contractor is responsible for the routine maintenance of all bridges, retaining walls and similar structures along the contract road.

The Service Levels for bridges, retaining walls and similar structures are given in Table 2.6.3 below. Compliance will be determined by Visual Inspection.

Table 26.5 -Service Levels for Structures		
Item	Service Level	Time allowed for repairs or Tolerance permitted
Steel or other metal structures	Guardrails must be present and not deformed. All metal parts of overall structure shall be painted or otherwise protected and free of corrosion. Drainage system (e.g. weep holes) to be kept in good condition and fully functional.	Contractor must immediately notify Project Manager in case of any condition which threatens structural integrity of the structure. Damage and defects must be repaired within seven (7) days.
Concrete structures	Guardrails must be present and painted. Beams and all other structural parts must be in good conditions and fully functional. Drainage system (e.g. weep holes) in good condition and fully functional.	Contractor must immediately notify Project Manager in case of any condition which threatens structural integrity of the structure. Damage and defects must be repaired within seven (7) days.
Expansion joints	Clean and in good condition	Damages and defects must be repaired within seven (7) days.
Retention walls	Contractor must control presence and adequate condition of retention walls and their drainage.	Damage and defects must be repaired within seven (7) days.
Riverbeds	Contractor must ensure free flow of water under bridge and up to 50 metres upstream and downstream. Contractor must maintain design clearance under bridge. The Contractor shall take all reasonable measures to control erosion around bridge abutments and piers.	Causes for non-compliance must be eliminated within fourteen (14) days after water has sufficiently receded to allow minimum working conditions.

26A-50-005: Self-Control Unit of Contractor

The Contractor is obliged to assign a technically qualified and trained person, or persons, to verify continuously the degree of their compliance with the Service Levels.

The Self-control Unit is responsible for gathering the information needed by the Contractor to prepare the Monthly Statement. The unit should have a complete knowledge of the road condition, both on and off carriageway, at all times. The unit will also be responsible for carrying out, in close cooperation with the project manager, the formal and scheduled inspections of Service Levels which will take place regularly.

The compliance (or non-compliance) of the Contractor with the service level requirements will be reported by the Self-Control Unit to the Project manager in the form of Table 26.3, given below.

26A-50-008: Method of Formal Inspections

Formal inspections will be carried out jointly by the Project Manager and the Road Manager at the end of each month. The main purpose of the formal inspections is to enable the Project Manager to verify the information presented in the Contractor's Monthly Statement with the actual observed and measured conditions on the site. The Project Manager will prepare a brief Memorandum describing the following:

- i. The general circumstances of the site visit, including date, road sections visited, persons present, etc.;
- ii. Any non-compliance which may have been detected;
- iii. The time granted by the Project Manager to the Contractor to remedy the detected defects.

Based on the outcome of the formal inspection, the Project Manager will correct any possible errors or misrepresentations in the Contractor's statement, countersign it and present it to the Employer for payment, and to the Contractor for information.

Formal inspections will also be scheduled for the follow-up site visits, whose purpose is to verify if the Contractor has remedied the causes of earlier non-compliance, within the time frame granted by the Project Manager and specified in the Memorandum.

26A-50-009: Informal Inspections of Service Levels

The Project Manager may carry out informal inspections of Service Levels as part of his general mandate given to him by the Employer. He may do so on his own initiative, at any time and anywhere on the roads included in the contract. If he detects any road sections where the Service Level criteria are not met, he is obliged to inform the Contractor within 24 hours in writing, in order to enable the Contractor to take remedial action as soon as possible. The results of informal inspections may not be used by the Project Manager for purposes of correcting the Contractor's monthly statements or applying penalties, except for cases in which the traffic flow on the road has been completely interrupted.

26A-50-010: Monthly Statement

The Monthly Statement to be submitted by the Contractor shall have the format shown in Table 26.6, which gives an example of how the statement is filled out. The compliance or non-compliance is reported in the table and is used to determine the degree of compliance and the payment reduction to be made in a particular month.

PART B: INSTRUCTION BASED ROUTINE MAINTENANCE WORKS

26B-50-004(b): Repairs and Maintenance Works

Repairs and Maintenance works will be carried out by the Contractor when specifically instructed by the project manager. Activities include:

- iii. Fill potholes and minor gullies in the gravel wearing course and shoulders
- iv. Repair carriageway edges
- v. Reinststate road camber
- vi. Road furniture maintenance and repair
- vii. Repairs to culverts, replacing rings etc

Repairs and maintenance works will be paid for as measured items in accordance with the unit rates in the Bill of Quantities.

26B-50-004 (c): Emergency Works

Emergency works, by definition, are unforeseen at the time of preparing the contract. Severe weather conditions such as unusually high rainfall can lead to flash floods which may cause wash-outs and other damage to the carriageway and other features of the road and its corridor. While specific items of work are not known at the start of the Contract it is prudent to include some general items which are indicative of the type of works that may be required. These have been included in the Bill of Quantities for Repairs, Maintenance and Emergency Works as they will probably be the same items, e.g. repairs and maintenance under an emergency situation. The quantities are nominal as they cannot be defined in advance.

In the event of an emergency the Contractor should draw to the attention of the Regional Director that certain works need to be carried out to repair the carriageway and other road features to restore the safe passage of traffic along the road and ensure the integrity of the road and its corridor. The Contractor shall give the project manager an estimate of the extent of the required activities and an estimate of the costs based on the Bill of Quantities. The project manager will consider the information and instruct the Contractor to carry out such works as are necessary.

Emergency works will be paid for as measured items in accordance with the unit rates in the Bill of Quantities. The instructed works will be done in according with the following specifications:

- viii. The General Specification for Roadworks is the Standard Specification for Road and Bridge Construction, Ministry of Transport and Communications, 1986.
- ix. The Special Specification in the Standard Tender Documents for Procurement of Small Works -KeRRA/ Ministry of Roads, November 2009.

26-50-005: Self-Control Unit of Contractor

The Contractor is obliged to assign a technically qualified and trained person, or persons, to verify continuously the degree of their compliance with the Service Levels.

The Self-control Unit is responsible for gathering the information needed by the Contractor to prepare the Monthly Statement. The unit should have a complete knowledge of the road condition, both on and off carriageway, at all times. The unit will also be responsible for carrying out, in close cooperation with the project manager, the formal and scheduled inspections of Service Levels which will take place regularly.

The compliance (or non-compliance) of the Contractor with the service level requirements will be reported by the Self-Control Unit to the Project manager in the form of Table 26.3, given below.

26-50-006: Site Regulations, Health and Safety Measures and Work Procedures

The Contractor shall prepare and submit to the Engineer, for approval, his proposed site regulations, health and safety measures (including HIV/AIDS mitigation measures) and work procedures.

26-50-007: Functions of Key Personnel

The Contractor will provide as a minimum the following permanent key personnel:

- x. Project director – the owner, director or senior manager of the company to oversee all contractual and operational functions of the contract.
- xi. Site Supervisor-to head the self-control unit and direct and oversee the day-to-day planning and site operations of the contract including staff and public safety issues, the free flow of traffic, liaising with the public and reporting to the project manager. He will also decide what works have to be carried out and

supervise the labour force to ensure quality and adherence to the service levels, as well as the duties described in **26-50-005**.

The roles could be done by the same person, depending on the size of the firm.

26-50-008: Method of Formal Inspections

Formal inspections will be carried out jointly by the Project Manager and the Road Manager at the end of each month. The main purpose of the formal inspections is to enable the Project Manager to verify the information presented in the Contractor's Monthly Statement with the actual observed and measured conditions on the site. The Project Manager will prepare a brief Memorandum describing the following:

- iv. The general circumstances of the site visit, including date, road sections visited, persons present, etc.;
- v. Any non-compliance which may have been detected;
- vi. The time granted by the Project Manager to the Contractor to remedy the detected defects.

Based on the outcome of the formal inspection, the Project Manager will correct any possible errors or misrepresentations in the Contractor's statement, countersign it and present it to the Employer for payment, and to the Contractor for information.

Formal inspections will also be scheduled for the follow-up site visits, whose purpose is to verify if the Contractor has remedied the causes of earlier non-compliance, within the time frame granted by the Project Manager and specified in the Memorandum.

26-50-009: Informal Inspections of Service Levels

The Project Manager may carry out informal inspections of Service Levels as part of his general mandate given to him by the Employer. He may do so on his own initiative, at any time and anywhere on the roads included in the contract. If he detects any road sections where the Service Level criteria are not met, he is obliged to inform the Contractor within 24 hours in writing, in order to enable the Contractor to take remedial action as soon as possible. The results of informal inspections may not be used by the Project Manager for purposes of correcting the Contractor's monthly statements or applying penalties, except for cases in which the traffic flow on the road has been completely interrupted.

26-50-010: Monthly Statement

The Monthly Statement to be submitted by the Contractor shall have the format shown in Table 26.6, which gives an example of how the statement is filled out. The compliance or non-compliance is reported in the table and is used to determine the degree of compliance and the payment reduction to be made in a particular month.

Table 26.6 Monthly Statement for Contract				(Sample Only)					
Road Section:	From km:	5.00	To km:	25.00		Length of contract road:	20.00	km	
District:	Nyandarua					Region:	Central		
Contract Month:	2nd, October 2010								
Service Level	Required Compliance		Actual Compliance			Non-compliance		Payment	
Criteria	Target	km	Compliance criteria		Total Length (km)	Length (km)	% Reduction	Reduction	
					Compliant			km	
1. Road Safety	100%	20.00	Cleanliness of carriageway		18.00	2.00	20%	0.40	
2. Durability	75%	15.00	Drainage		13.00	2.00	30%	0.60	
	75%	15.00	Vegetation height		13.00	2.00	20%	0.40	
	75%	15.00	Vegetation clearance		13.00	2.00	10%	0.20	
	75%	15.00	Structures and river beds		13.00	2.00	20%	0.40	
							Total	2.00	
Length of road for payment this month		=	'Length of contract road' minus 'Payment reduction length'						
		=	20.00	-	2.00	=	18.00	km	
Less reductions for non-rectified previous non-compliance (Tab 2.8)		=	18.00	-	1.00	=	17.00		
Total payment due this month		=	'Rate per km per month' multiplied by			'Length of road for payment this month'			
		=	XXXXKsh/km	x	17.00	km			
		=	XXXXXX	Ksh					

26-50-011: Procedures for Inspection

The visual inspection will be undertaken as part of the Formal and Informal inspections. The criteria for Service Levels will be checked at sections selected by the Project Manager based on visual appearance. The Project Manager shall be the sole judge of compliance. If a specified criterion is not met, the one-kilometre section in which the deficit occurs will be judged non-compliant.

26-50-012: Payment Reductions and Liquidated Damages

In accordance with the relevant clauses of the Conditions of Contract, Payment Reductions are applied in case of non-compliance with Service Level requirements, while Liquidated Damages are applied in the case of non-compliance with required Repair, Maintenance and Emergency Works.

The results of each formal inspection of the Service Levels and other performance criteria will be recorded by the Project Manager in the form of a Memorandum. The Memorandum will state the type and location of any non-compliance detected, in particular those non-compliances already shown in the standard tables provided by the Contractor as part of the monthly statement. For each individual case of non-compliance, the Project Manager will determine a date by which the Contractor must have completed the necessary measures in order to remedy the cause of the non-compliance. A follow-up site visit is therefore necessary at the date fixed by the Project Manager, or soon thereafter, in order to verify that the Contractor has indeed remedied the cause of non-compliance.

If at the date indicated in the Memorandum, the Contractor has not remedied the cause for non-compliance, independent of the reason given for their failure to do so, the Contractor is subject to Payment Reductions in accordance with the relevant clauses of the Conditions of Contract.

Payment Reductions are variable over time. If the Contractor fails to remedy a cause of non-compliance for which a payment reduction has already been applied, the amount of the payment reduction increases month by month for that particular cause of non-compliance, without a ceiling being applied, until compliance is established. The calculation of the initial (first month) amounts of payment reductions, and the formula for their adjustment over time, is to be based on the following rules given in Table 26.7

TABLE 26.7			
CRITERIA	CONDITIONS FOR APPLICATION OF PAYMENT REDUCTIONS	UNIT RATES FOR NON-COMPLIANCE	REFERENCE TO TECHNICAL SPECIFICATIONS (PARAGRAPH No.)
Road Safety	<i>Cleanliness of road: observed anywhere in a one km section does not comply with the service levels</i>	20% of the monthly lump sum for one km applied to each one-km section which does not comply	26-50-004(a)
Drainage	<i>Cleanliness and condition of drainage structures (lateral ditches):</i> For a one-km section, to be determined for subsections of 50 m each. If unacceptable obstructions exist in more than one subsection, the one-km section does not comply	30% of the monthly lump sum for one km, applied to each one-km section which does not comply	26-50-004(a) iv
Vegetation	<i>Vegetation height (maximum):</i> The maximum height measured anywhere in a one-km section is above the threshold value	20% of the monthly lump sum for one km, applied to each one-km section which does not comply.	26-50-004(a) v
	<i>Vegetation (clearance above road):</i> The vertical clearance between the road surface and the lowest point of tree or another plan is less than the threshold value	10% of the monthly lump sum for one km, applied to each one-km section which does not comply.	26-50-004(a)
Structures and River Beds	<i>Steel, concrete, expansion joints, retention walls, river beds:</i> For a one km of section, to be determined for each structure. If non-compliant on more than one structure, the one km does not comply	20% of the monthly lump sum for one km, applied to each one-km section which does not comply	26-50-004(a) vi

Note:

(i) The Unit Rates of payment reductions ("PR_u") shown in the above table are applicable during the first 30 days of non-compliance.

(ii) If the non-compliance has not been remedied within thirty days, liquidated damages for periods beyond 30 days are calculated based on the following formula:

PR = 2ⁿ PR_u considering:

J = number of days of non-compliance, and $n = \left\{ \frac{J-1}{30} \right\}$ rounded up to full number (without decimals)

26-50-013: Determination of Liquidated Damages- instructed Works

The liquidated damages are **0.05%** for the particular item delayed, per calendar day of delay up to a limit of 10% of the contract price.

SECTION - V : BILL OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

1. The Bills of Quantities forms part of the Contract Documents and are to be read in conjunction with the Instructions to Bidders, Conditions of Contract Parts I and II, Specifications and Drawings
2. The brief description of the items in the Bills of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.
3. The Quantities set forth in the Bills of Quantities are estimated, representing substantially the work to be carried out, and are given to provide a common basis for bidding and comparing of Bids. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
4. Payments for emergency and/or instructed works will be paid as and when they occur using submitted rates and/or day works and shall require prior approval of the Employer.
5. The prices and rates inserted in the Bills of Quantities will be used for valuing the work executed, and the Engineer will only measure the whole of the works executed in accordance with this Contract.
6. A price or rate shall be entered in ink against every item in the Bills of Quantities with the exception of items that already have Provisional sums affixed thereto. The bidders are reminded that no “nil” or “included” rates or “lump-sum” discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply will be disqualified.
7. Provisional sums (including Day-works) in the Bills of Quantities shall be expended in whole or in part at the discretion of the Engineer.
8. The price and rates entered in the Bills of Quantities shall, except in-so-far as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance testing, materials, erection, maintenance of works, overheads and profits, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the contract by the Engineer and his staff.
9. Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess of the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Engineer.
10. Unbalanced tenders and/or unrealistic rates shall lead to the tenderer being subjected to enhanced Performance Security requirements pursuant to Instruction to Tenderers section 41.2.
11. The contractor is envisioned to use mainly local labour in the implementation of works; hence accommodation is not required from the contractor for his local personnel. However, the contractor is expected to include transportation cost within his unit rate to enable localized movement to area of works.
12. The **improvement plan** is an attached appendix of the Bill of Quantities.

IMPLEMENTATION OF GOK/EU/AFD ROADS 2000 CLIMATE PROOFED RURAL ROADS IN ARID AND SEMI-ARID LANDS (ASAL)		
AREA 2 BATCH 1: MARSABIT COUNTY		
ROAD NAME:	A2-Manyatta Jillo (7.2km)	
ROAD No.:	G41188-03	
SUMMARY OF BILL OF QUANTITIES		
01. REHABILITATION AND IMPROVEMENT WORKS		
Item No.	Description	Amount (Kshs)
1	Preliminary and General Costs Items	
3	Setting Out	
4	Site Clearance	
5	Earthworks	
7	Excavation and filling for structures	
8	Culverts and Drainage works	
9	Traffic Control	
10	Grading and Gravelling Works	
20	Road Furniture	
22	Dayworks (Provisional) Schedule of Rates	
25	Cross Cutting issues	
Major Structures	Km 8+200 (4 cell 5m x 2.5m Box Culvert)	
Sub Total (01a)		
Add provisional sum of 10% of the Sub Total for Contingencies to be expended only with the express approval of the Engineer (01b)		
Sub Total (01c = 01a + 01b)		
Add 16% VAT (01d)		
Total – Improvement Works (01c + 01d)		

ROAD NAME:	A2-Manyatta Jillo (7.2km)				
ROAD No.:	G41188-03				
Bill of Quantities					Page: 1
Bill No. 1:	Preliminary and General Costs Items				
Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
01-50-026	Allow a prime cost sum of Kshs. 300,000 for Engineers miscellaneous account	PC Sum	1.00		
01-50-026-a	Include % of Prime cost sum in item 01-50-026 for contractor's overhead and profit	%			
01-60-002	Clearance on Completion	Lump sum	1.00		
01-60-003	Insurance and Sureties	Lump sum	1.00		
01-60-004	Allow a prime cost sum of Kshs. 300,000 for Quality Control Tests and Surveys	PC Sum	1.00		
01-60-004-a	Include % of Prime cost sum in item 01-60-004 for contractor's overhead and profit	%			
01-60-005	Provide and erect Publicity Sign Boards	No.	2.00		
01-60-006	Drinking Water	Months	8.00		
01-60-007	Provision site sanitation facility	Lump sum	1.00		
01-80-142	Allow a prime cost sum of Kshs. 5,000,000 for CSR Project as instructed	PC Sum	1.00		
01-80-142 - a	Include % of Prime cost sum in item 01-80-142 for contractor's overhead and profit	%			
01-80-143	Allow a prime cost sum of Kshs. 300,000 for Provision, growing and Maintenance of Trees	PC Sum	1.00		
01-80-143 - a	Include % of Prime cost sum in item 01-80-143 for contractor's overhead and profit	%			
01-80-144	Allow a prime cost sum of Kshs. 1,000,000 for Security	PC Sum	1.00		
01-80-144 - a	Include % of Prime cost sum in item 01-80-144 for contractor's overhead and profit	%			
01-80-144-b	Hire/provide 1No. 4WD double cabin pick-up of minimum 2800cc engine capacity for security purposes. The cost includes provision of the driver, fuel, insurance and all other running costs of the first 5000Km per vehicle month. Mileage to be a maximum of 50,000Km on delivery/start.	Veh month	8		
01-80-144-c	Extra Over item 01-80-144-b for mileage over 5000Km per vehicle month (rate inclusive of driver, insurance, fuel and overall maintenance)	Km	20,000		
Bill 1: Total Carried Forward to Summary:					

ROAD NAME:	A2-Manyatta Jillo (7.2km)				
ROAD No.:	G41188-03				
Bill of Quantities					Page: 2
Bill No. 3	Setting Out				
Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
03-50-001	Setting out Horizontal Alignment	m	7,200		
Bill 3: Total Carried Forward to Summary:					

ROAD NAME:	A2-Manyatta Jillo (7.2km)				
ROAD No.:	G41188-03				
Bill of Quantities					Page: 3
Bill No. 4	Site Clearance				
Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
	<u>Bush clearing</u>				
04-50-003	Heavy Bush Clearing	m ²	24,470		
04-50-004	Light Bush Clearing	m ²	27,280		
04-50-005	Pruning of Tree branches	Prov. Sum	1		
04-50-006	Trees cutting and stump removal (200 - 450 mm girth)	No.	940		
04-50-007	Trees cutting and stump removal (>450 mm girth)	No.	70		
	<u>Site clearance and backfill</u>				
04-50-008	Rock/Boulder Removal	Prov. Sum	1		
04-50-009	Stripping and Grubbing	m ²	48,420		
	<u>Concrete Demolitions</u>				
04-50-010	Excavate /remove and disposal of concrete structures	Prov. Sum	1		
04.60.005a	Removal of cracked smaller pipe culverts below 600mm	m	25		
04.60.005a	Removal of cracked large pipe culverts above 600mm	m	24		
Bill 4: Total Carried Forward to Summary:					

ROAD NAME:	A2-Manyatta Jillo (7.2km)				
ROAD No.:	G41188-03				
Bill of Quantities					Page: 4
Bill No. 5	Earthworks				
Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
	<u>Setting Out</u>				
05-50-001	Re Establishment of Vertical alignment	m	7,200		
	<u>Side Drains Excavation</u>				
05-50-002	Side Drains Excavation (soft Material)	m ³	7,680		
05-50-003	Side Drains Excavation (Hard material)	m ³	860		
	<u>Material Filling</u>				
05-50-006	Fill in soft material including benching of shoulders and embankments and compact to 95% MDD (AASHTO) in layers of 150mm as directed by the Engineer	m ³	6,600		
05-50-007	As in Item 05-50-006 but in Hard material	m ³	480		
	<u>Material Cutting</u>				
05-50-008	Cut to spoil in soft	m ³	5770		
05-50-009	Cut to spoil in hard	m ³	310		
	<u>Improved Subgrade</u>				
05-60-006	Provide, place and compact to 95%MDD ASHTO T99 improved subgrade of CBR > 15%, in layers of 150mm as specified or as by directed by the Engineer.	m ³	5940		
Bill 5: Total Carried Forward to Summary:					

ROAD NAME:	A2-Manyatta Jillo (7.2km)				
ROAD No.:	G41188-03				
Bill of Quantities					Page: 5
Bill No. 7	Excavation and filling for structures				
Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
07-50-001	Excavation for drainage structures in soft material (Mechanical)	m ³	950		
07-50-002	Excavation for drainage structures in hard material	m ³	110		
Bill 7: Total Carried Forward to Summary:					

ROAD NAME:	A2-Manyatta Jillo (7.2km)				
ROAD No.:	G41188-03				
Bill of Quantities					Page: 6
Bill No. 8	Culverts and Drainage works				
Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
	<u>Excavation</u>				
08-50-005	Excavate in soft material for mitre drains, catchwater drains, and compact as specified or as directed by the Engineer	m ³	7,820		
08-50-005a	As Item 08-50-005 but in Hard materials	m ³	110		
	<u>Supply and install concrete pipe culverts</u>				
08-60-025	600mm surround (type IV)	m	240		
08-60-027	900mm surround (type IV)	m	100		
	<u>Minor Drainage Structures - Concrete</u>				
08-60-020	Provide place and compact class 20/20 concrete to culvert headwalls, wingwalls, aprons and toe beams including formwork	m ³	160		
	<u>Stone Pitching</u>				
08-70-001	Provide Stone Pitching using 150mm dressed masonry stones including grouting of ratio 1:4 cement to mortar	m ²	2400		
	<u>Gabion Boxes</u>				
08-70-004	Provide and place Macaferri or equivalent Gabion boxes and Mattresses	No.	130		
08-70-005	Provide and place Rockfill to Gabion boxes	m ³	260		
	<u>Scour checks</u>				
08-70-007	Scour checks (Masonry)	No.	20		
	<u>Drift</u>				
08-50-032	Access Drift-dressed masonry stone	m ²	30		
Bill 8: Total Carried Forward to Summary:					

ROAD NAME:	A2-Manyatta Jillo (7.2km)				
ROAD No.:	G41188-03				
Bill of Quantities					Page: 7
Bill No. 9	Passage of Traffic				
Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
09-50-004	Traffic control	Month	8		
Bill 9: Total Carried Forward to Summary:					

ROAD NAME:	A2-Manyatta Jillo (7.2km)				
ROAD No.:	G41188-03				
Bill of Quantities					Page: 8
Bill No. 10	Grading and Gravelling Works				
Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
	<u>Grading</u>				
10-50-001	Heavy grading with watering and compaction as specified or as directed by the Engineer.	m²	56700		
	<u>Gravelling</u>				
10-60-001	Provide, transport over any distance, place and compact approved gravel wearing course to carriageway in layers of 150mm as specified or as directed by the Engineer. Compact gravel by labour/equipment	m³	5940		
Bill 10: Total Carried Forward to Summary:					

ROAD NAME:	A2-Manyatta Jillo (7.2km)				
ROAD No.:	G41188-03				
Bill of Quantities					Page: 9
Bill No. 20	Road Furniture				
Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
	<u>Boundary Post</u>				
20-50-001	Road Reserve Boundary Post	No	16		
20-50-004	Culvert Marker Post	No	22		
	<u>Traffic Signs</u>				
20-70-005a	Warning, Priority, Prohibitory and Mandatory signs	No	10		
20-70-005b	Standard and non-standard informatory signs	No	4		
Bill 20: Total Carried Forward to Summary:					

ROAD NAME:	A2-Manyatta Jillo (7.2km)				
ROAD No.:	G41188-03				
Bill of Quantities					Page: 10
Bill No. 22	Dayworks (Provisional)	Schedule of Rates			
Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
	<u>Plant and Equipment</u>				
22-63-008	D4 - Dozer	Hr	2		
22-63-009	D6 - Dozer	Hr	2		
22-63-011	D8 - Dozer	Hr	2		
22-63-017	Wheel loader CAT 955 or Equivalent	Hr	2		
22-63-014	Motor Grader CAT 120 or Equivalent	Hr	2		
22-64-008	Single Drum Roller	Hr	5		
22-64-009	Pedestrian Double Drum Roller (DDR 60)	Hr	10		
22-62-016	Water Bowser Self-propelled 5000lt	Hr	12		
22-62-020	Water Bowser - Tractor towed 5000lt	Hr	4		
22-61-001	3.0 ton Truck - Flat bed	Hr	2		
22-61-007	5.0 ton Truck - Tipper	Hr	4		
22-61-008	7.0 ton Truck - Tipper	Hr	4		
22-63-006	Tractor + Trailer (m³)	Hr	2		
22-60-010	1 ton Pickup Van	Hr	12		
22-65-001	Concrete mixer - 200-300lts	Hr	12		
22-67-006	Concrete Poker Vibrator	Hr	12		
22-67-012	Power saw	Hr	5		
	<u>Labour</u>				
22-50-022	Unskilled Labour - male	day	12		
22-50-022	Unskilled Labour - Female	day	12		
22-50-005	Mason Grade II	day	12		
22-50-006	Carpenter Grade II	day	12		
22-50-007	Overseer	day	12		
22-50-008	Inspector	day	12		
22-50-014	Driver (Heavy Equipment)	day	12		
22-50-014 - a	Driver Assistant (Turn boy)	day	12		
22-50-015	Storekeeper	day	12		
22-50-016	Foreman	day	12		
22-50-016-a	Assistant Engineer	day	12		
	<u>Materials</u>				
22-70-001	Aggregates Fine	m³	25		
22-70-003	Aggregates Coarse	m³	25		
22-70-005	Cement (32.5N OPC)	bags	50		
22-70-012	High Yield steel Cold formed	Tonnes	0.5		
22-70-022a	Timber 4x2	m	15		
22-70-022b	Timber 6x2	m	10		
22-70-022c	Timber 6x1	m	5		
22-77-013	Rockfill	m³	25		
Bill 22: Total Carried Forward to Summary:					

ROAD NAME:	A2-Manyatta Jillo (7.2km)				
ROAD No.:	G41188-03				
Bill of Quantities					Page: 11
Bill No. 25	HIV/AIDS Awareness and Prevention				
Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
	-				
25-50-001(a)	HIV/AIDS Awareness Campaigns	Months	8		
25-50-001(b)	HIV/AIDS Prevention Campaigns	P C Sum	1		
25-50-001(c)	Include % of Prime cost sum in item 25-50-001 (b) for contractor's overhead and profit	%			
25-50-002	Environmental Mitigation measures	Lumpsum	1		
25-50-003	Health and Safety Measures on Site	Lumpsum	1		
Bill 25: Total Carried Forward to Summary:					

ROAD NAME:	A2- Manyatta Jilo- Gororukesa-Central Chief Office	
ROAD No.:	G41188 - 03	
STRUCTURE:	Km 8+200 - 4 Cell (5.0m x 2.5m) Box Culvert	
SUMMARY OF BILL OF QUANTITIES		
Item No.	Description	Amount (Ksh.)
5	Earthworks	
7	Excavation and filling or structures	
8	Culverts and Drainage works	
17	Concrete Works	
20	Road Furniture	
	Sub Total	

Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
Bill No. 7	Excavation and filling for structures				
07-50-001	Excavation for drainage structures in soft material(Mechanical)	m ³	581.00		
07-50-002	Excavation for drainage structures in hard material	m ³	290.00		
07-50-006	Backfill and Compaction excavated area to foundation level with Selected Granular Fill Material in accordance with the specifications and in conformity with the Engineer's instruction	m ³	49.20		
07-50-005	Selected Porous Filter Material (6/10mm chippings behind the structure	m ³	14.13		
07-60-006	Provide and place filter fabric (300g/m2) behind structures as instructed by the Engineer	m ²	40.80		
07-60-013	Place, Provide and Compact rockfill to specifications below structure	m ³	69.17		
07-60-001	Excavation in soft material to any depth, compaction of the surfaces to receive the gabions, backfilling with the excavated materials or hauling to spoil excavated all in accordance with the specifications and in conformity with the Engineer's instructions	m ²	26.10		
07-60-006b	Provide and place filter fabric (300g/m2) under or behind gabions	m ²	87.00		
07-60-002	Provide and place 2mx1mx1m gabion mesh boxes or 6mx2mx0.3m gabion mattresses, complete with rockfill, as directed by the Engineer	m ³	24.00		
07-60-004	Provide 1:3 cement mortar grouting to gabion faces as directed by the Engineer	m ²	16.00		
07-60-005	Provide and place 250mm thick stone pitching including grouting, and including removal of spoil, to drains, slopes, inlets and outlets, as directed by the Engineer	m ²	16.00		
07-50-003	Carry out river training works as directed by the Engineer, and in compliance with the standard specifications	m ³	125.00		
Bill 7: Total Carried Forward to Summary:					

Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
Bill No. 17	Concrete Works				
	<u>Structural Concrete</u>				
17-50-027	Provide, place and compact blinding concrete Class 15/20 50mm thick under drift	m ³	16.00		
17-80-007b	Provide, place and compact concrete Class 30/20 for the Box Culvert	m ³	220.00		
	<u>Formwork:</u>				
17-60-003	Supply, erect and dismantal formwork class F3 finish	m ²	561.00		
	Reinforcement				
17-60-013	Provide, cut, bend and fix High Yield Strength Deformed bar reinforcement to BS 4461, of diameter equal to or less than 16mm as shown on drawing and as specified	Ton	25.59		
Bill 17: Total Carried Forward to Summary:					

Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
Bill No. 20	Road Furniture				
	<u>Edge Post</u>				
20-70-020	Provide and erect Culvert edge marker posts as directed by the Engineer	No	4.00		
20-70-055	Provide and erect flexi-beam guardrails (Metal Beam Crash Barriers) complete with steel posts, spacers, nuts, bolts, 'swarflex' ART 3240 guardrail reflectors every 4m and fittings as per specifications and drawings	m	34.00		
Bill 20: Total Carried Forward to Summary:					

IMPLEMENTATION OF GOK/EU/AFD ROADS 2000 CLIMATE PROOFED RURAL ROADS IN ARID AND SEMI-ARID LANDS (ASAL)	
AREA 2 BATCH 1: ISIOLO COUNTY	
ROAD NAME:	A2-Manyatta Jillo (7.2km)
ROAD No.:	G41188-03
SUMMARY OF ROUTINE MAINTENANCE WORKS	
02. PERFORMANCE AND INSTRUCTED BASED ROUTINE MAINTENANCE WORKS	
Description	Amount (Kshs)
Summary of Performance Based and Instructed Routine Maintenance Works	
Sub Total (02a)	
<i>Add provisional sum of 10% of the Sub Total for Contingencies to be expended only with the express approval of the Engineer (02b)</i>	
Sub Total (02c = 02a + 02b)	
<i>Add 16% VAT (02d)</i>	
Total - Maintenance Works (02c + 02d)	

ROAD NAME	A2-Manyatta Jillo (7.2km)				
ROAD No.:	G41188-03				
Bill of Quantities					Page: 13
Bill No. 26	SUMMARY of Routine Maintenance Works				
Item No.	Description	Unit	Quantity	Unit Rate Ksh.	Amount (Ksh.)
PART A. PERFORMANCE BASED MAINTENANCE WORKS					
	Performance Based Routine Maintenance (PBRM)	Km/month	36.00		
Total Performance Based Routine Maintenance for 7.2 Km Section (A) = (PBRM X 7.2Km)					
PART B. INSTRUCTED MAINTENANCE WORKS					
<i>The Quantities below are indicative of the work that may be carried out. There is no guarantee that the Contractor will be required to carry out all the quantity of work indicated under any one particular item or group of items in the Bills of Quantities. The basis of payment shall be the Contractor's rates and the quantities of measured work done in fulfilment of the obligations under the Contract.</i>					
Bill 1:	Preliminaries				
01-60-005	Provide and erect publicity sign boards	No.	2.00		
01-80-026	Allow a prime cost sum for the REs miscellaneous account	PC Sum	1.00	100,000.00	
01-80-027	Extra over 01-80-026 for profits and overheads	%			
Bill 7:	Excavation and Filling for Structure				
07-50-001	Excavation for drainage structures in soft material (Manual)	m3	160		
07-50-001a	Excavation for drainage structures in hard material	m3	20		
07-70-004	Provide and place Gabion boxes and Mattresses as specified	No.	40.00		
07-70-005	Provide and place Rockfill to Gabion boxes and mattresses	m3	80.00		
07-60-005	Stone Pitching	m2	720		
Bill 8:	Road Drainage and Structures				
08-50-005	Excavate in soft material for mitre drains, catchwater drains, and compact as specified or as directed by the Engineer	m3	1,570		
08-50-005a	As Item 08-50-005 but in Hard materials	m3	160		
08-60-025	Culvert Installation - 600mm with surround (type IV)	m	25.00		
08-60-027	Culvert Installation - 900mm with surround (type IV)	m	20.00		
06-60-045e	Provide place and compact class 20/20 concrete to culvert headwalls, wingwalls, aprons and toe beams including formwork	m3	10.00		
08-70-003	Gabion Repair	No.	20.00		
08-80-001	Drifts - dressed masonry stones	m2	180.00		
Bill 10:	Grading and Gravelling works/light grading				
10-50-003	Carriageway Grading -Light (With watering and compaction)	m2	20,160		
10-50-006 a	Light Carriageway reshaping manual (Repair of potholes, ruts, gullies with gravel)	m3	600		
Bill No. 20	Road Furniture				
20-50-001	Traffic Sign Maintenance	No.	5.00		
20-50-005	Marker Posts Maintenance	No	50.00		
Bill 22	Dayworks/Emergencies	Lumpsum			
Bill 25	Cross Cutting Issues	Lumpsum			
Total Instructed Routine Maintenance (B)					
PBRM: Total Carried Forward to Summary: (A + B)					

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION - VI : GENERAL CONDITIONS OF CONTRACT

PART I - GENERAL CONDITIONS AS PRESCRIBED BY THE PUBLIC PROCUREMENT AND REGULATION AUTHORITY (PPRA)

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

A. GENERAL

1. Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

- a) **The Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- e) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- f) **The Completion Date** is the date of completion of the Works as certified by the Engineer, in accordance with GCC Sub-Clause 53.1.
- g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.
- i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.
- j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- k) **Days** are calendar days; months are calendar months.
- l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- m) **A Defect** is any part of the Works not completed in accordance with the Contract.
- n) **The Defects Liability Certificate** is the certificate issued by Engineer upon correction of defects by the Contractor.
- o) **The Defects Liability Period** is the period named in the SCC pursuant to Sub-Clause 34.1 and calculated from the Completion Date.

- p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Engineer for the execution of the Contract.
- q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC**, who is also the Procuring Entity.
- r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- s) **"In writing" or "written"** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- t) **The Initial Contract Price** is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
- u) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time or an acceleration order.
- v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- x) **The Engineer** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.
- y) **SCC** means Special Conditions of Contract.
- z) **The Site** is the area of the works as **defined as such in the SCC**.
- aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.
- cc) **The Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- dd) **A Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) **A Variation** is an instruction given by the Engineer which varies the Works.
- gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

2 Interpretation

- 2.1. In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer shall provide instructions clarifying queries about these GCC.
- 2.2. If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

- 2.3. The documents forming the Contract shall be interpreted in the following order of priority:
- a) Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Special Conditions of Contract,
 - e) General Conditions of Contract, including Appendices,
 - f) Specifications,
 - g) Drawings,
 - h) Bill of Quantities, and any other document **listed in the SCC** as forming part of the Contract.

3. Language and Law

- 13.1. The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.
- 13.2. Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when
- a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Engineer's Decisions

- 4.1. Except where otherwise specifically stated, the Engineer shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

5. Delegation

- 5.1. Otherwise specified in the SCC, the Engineer may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

- 6.1. Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

- 7.1. The Contractor may subcontract with the approval of the Engineer, but may not assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

- 8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

- 9.1. The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Engineer. The Engineer shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

- 9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3. If the Procuring Entity, Engineer or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Procuring Entity's and Contractor's Risks

- 10.1. The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Procuring Entity's Risks

- 11.1. From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:
- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
 - b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2. From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to
- a) Defect which existed on the Completion Date,
 - b) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
 - c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

- 12.1. From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

13. Insurance

- 13.3. The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:
- a) loss of or damage to the Works, Plant, and Materials;
 - b) loss of or damage to Equipment;
 - c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - d) personal injury or death.
- 13.4. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's

approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 13.5. If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.6. Alterations to the terms of an insurance shall not be made without the approval of the Engineer.
- 13.7. Both parties shall comply with any conditions of the insurance policies.

14. Site Data

- 14.1. The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

- 15.1. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

- 16.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

17. Approval by the Engineer

- 17.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, for his approval.
- 17.2. The Contractor shall be responsible for design of Temporary Works.
- 17.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before this use.

18. Safety

- 18.1. The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

- 19.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

20. Possession of the Site

- 20.1. The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC**, the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

- 21.1. The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

- 22.1. The Contractor shall carry out all instructions of the Engineer which comply with the applicable laws where the Site is located.
- 22.2. The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3. The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

23. Appointment of the Adjudicator

- 23.1. The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2. Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

24. Settlement of Claims and Disputes**24.1. Contractor's Claims**

- 24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.
- 24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Procuring

Entity's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

- 24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) this fully detailed claim shall be considered as interim;
 - b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and
 - c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.
- 24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 24.1.7 Within the above defined period of 42 days, the Engineer shall proceed in accordance with Sub-Clause
- 24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract
- 24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate
- 24.1.10 If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].
- 24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

24.2. Amicable Settlement

- 24.2.1 Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has

been made.

24.3. Matters that may be referred to arbitration

- 24.3.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
- a) The appointment of a replacement Engineer upon the said person ceasing to act.
 - b) Whether or not the issue of an instruction by the Engineer is empowered by these Conditions.
 - c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - e) Any dispute arising in respect of war risks or war damage.
 - f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

24.4. Arbitration

- 24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.
- 24.4.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 24.4.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Engineer shall not be altered by reason of any arbitration being conducted during the progress of the Works.
- 24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

24.5. Arbitration with National Contractors

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Architectural Association of Kenya
- ii) Institute of Quantity Surveyors of Kenya
- iii) Association of Consulting Engineers of Kenya
- iv) Chartered Institute of Arbitrators (Kenya Branch)
- v) Institution of Engineers of Kenya

24.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

24.6. Alternative Arbitration Proceedings

24.6.1 Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

24.7. Failure to Comply with Arbitrator's Decision

24.7.1 The award of such Arbitrator shall be final and binding upon the parties.

24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

24.8. Contract operations to continue

24.7.3 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

25. Fraud and Corruption

25.1. The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2. The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. TIME CONTROL**26. Program**

26.1. Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the

Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

- 26.2. An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 26.3. The Contractor shall submit to the Engineer for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Engineer.
- 26.4. The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

- 27.1. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 27.2. The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

- 28.1. When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Engineer shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 28.2. If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

29. Delays Ordered by the Engineer

- 29.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

- 30.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2. The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall

be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

31.1. The Contractor shall warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2. The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL

32. Identifying Defects

32.1. The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

33. Tests

33.1. If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Correction of Defects

34.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

35. Uncorrected Defects

35.1. If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

36. Contract Price

37.1. The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price

37.2. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Engineer shall adjust the rate to allow for the change. The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.

37.3. If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

37.4. All Variations shall be included in updated Programs produced by the Contractor.

37.5. The Contractor shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

37.6. If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on the Engineer's own forecast of the effects of the Variation on the Contractor's costs.

37.7. If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

39. Cash Flow Forecasts

39.1. When the Program, is updated, the Contractor shall provide the Engineer with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

40.1. The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2. The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3. The value of work executed shall be determined by the Engineer.

40.4. The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.

40.5. The value of work executed shall include the valuation of Variations and Compensation Events.

40.6. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40.7. Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

41. Payments

41.1. Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Engineer within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

41.2. If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an

Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

41.3. Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

41.4. Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1. The following shall be Compensation Events:

- a) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- b) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- c) The Engineer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- e) The Engineer unreasonably does not approve a subcontract to be let.
- f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.
- h) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- i) The advance payment is delayed.
- j) The effects on the Contractor of any of the Procuring Entity's Risks.
- k) The Engineer unreasonably delays issuing a Certificate of Completion.

42.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3. As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Engineer, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on the Engineer's own forecast. The Engineer shall assume that the Contractor shall react competently and promptly to the event.

42.4. The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Engineer.

43. Tax

43.1. The Engineer shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days

before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currency of Payment

44.1. All payments under the contract shall be made in Kenya Shillings

45. Price Adjustment

45.1. Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$$P = A + B I_m / I_o$$

where:

P is the adjustment factor for the portion of the Contract Price payable.

A and B are coefficients **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and I_m is the index prevailing at the end of the month being invoiced and I_o is the index prevailing 30 days before Bid opening for inputs payable.

45.2. If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. Retention

46.1. The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.

46.2. Upon the issue of a Certificate of Completion of the Works by the Engineer, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

47. Liquidated Damages

47.1. The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

47.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

48.1. The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Engineer shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

- 49.1. The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 49.2. The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.
- 49.3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

- 50.1. The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. Dayworks

- 51.1. If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Engineer has given written instructions in advance for additional work to be paid for in that way.
- 51.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Engineer. Each completed form shall be verified and signed by the Engineer within two days of the work being done.
- 51.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

- 52.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

53. Completion

- 53.1. The Contractor shall request the Engineer to issue a Certificate of Completion of the Works, and the Engineer shall do so upon deciding that the whole of the Works is completed.

54. Taking Over

- 54.1. The Procuring Entity shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion.

55. Final Account

- 55.1. The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a

Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals

56.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

56.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Engineer's approval, the Engineer shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57. Termination

57.1. The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;
- b) the Engineer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) a payment certified by the Engineer is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Engineer's certificate;
- e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- f) the Contractor does not maintain a Security, which is required;
- g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3. Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

57.4. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57.5. When either party to the Contract gives notice of a breach of Contract to the Engineer for a cause other than those listed under GCC Sub-Clause 56.2 above, the Engineer shall decide whether the breach is fundamental or not.

58. Payment upon Termination

58.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the

date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

58.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Engineer shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

59.1. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

SECTION - VII : SPECIAL CONDITIONS OF CONTRACT

Except where otherwise specified, all Special Conditions of Contract should be filled in by the Procuring Entity prior to issuance of the bidding document. Schedules and reports to be provided by the Procuring Entity should be annexed.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General	
GCC 1.1 (q)	<p>The Procuring Entity is:</p> <p>Director General Kenya Rural Roads Authority P.O. Box 48151 - 00100 NAIROBI</p> <p>The authorized person is:</p> <p>Director (Planning, Design and Environment) Kenya Rural Roads Authority P.O. Box 48151 - 00100 NAIROBI</p>
GCC 1.1 (u)	<p>The Intended Completion Date for the whole of the Works shall be:</p> <p>8 Months (Improvement Works) + 6 months Defects Liability Period 36 Months of Performance Based and Instructed Routine maintenance <i>* During the Defects Liability Period, the Contractor will carry out Routine maintenance works only</i></p>
GCC 1.1 (x)	<p>The Engineer is:</p> <p>Regional Director, KeRRA - Marsabit Regional Office P. O. Box 365 - 60500, MARSABIT.</p> <p>The Engineer's Representative is:</p> <p>The Design and Supervision Consultant, CAS Consultants Ltd, P.O Box 20023-00200, NAIROBI.</p>
GCC 1.1 (z)	The Site is located at Marsabit County and is defined in Drawing No. C.0
GCC 1.1 (cc)	The Start Date shall be as Prescribed in The Commencement Letter.
GCC 1.1 (gg)	The Works consist of <i>[As Prescribed Under Section Six (6)].</i>
GCC 2.2	Sectional Completions are: <i>[N/A]</i>
GCC 2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> – The Contract Agreement – 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
GCC 3.1	Language of Contract: English

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 3.2	Law of Contract: Laws of the Republic of Kenya
GCC 5.1	<p>The Engineer has delegated this duties and responsibilities to the Engineer's Representative.</p> <ol style="list-style-type: none"> i. Give site possession to the Contractor. ii. Give approval of the Contractor's programme of works and Site Agent. iii. Issue site instructions to the Contractor and additional or modified drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract and in writing. iv. Supervise the execution of the works and in particular ensuring the dimensions and quality of works conforms to the specifications. v. Review the contractor's progress regularly and give notices whenever the contract or is performing poorly or is behind the approved programme of works. vi. Organise measurement of the works jointly with the contractor. vii. Receive contractor's monthly payment certificates, evaluate and approve them. viii. Organise monthly progress review meetings with corresponding minutes. ix. Organise taking-over meetings with corresponding minutes. x. Any other duty attributable to the Engineer as specified in or necessarily to be implied from the Contract. xi. The Engineer may delegate some of his duties and authority to the Engineer's representative and will inform the contractor accordingly in writing. <p>The Engineer shall obtain specific approval of the Employer before taking any of the following actions:</p> <ol style="list-style-type: none"> i. Consenting to the sub-contracting of any part of the Works under General Conditions of Contract clause 7 ii. Issuing a variation or certifying additional cost determined under Clause 1(g) and (ff) except in an emergency situation as reasonably determined by the Engineer. iii. Determining an extension of time under Clause 27.2
GCC 8.1	Schedule of other contractors: <i>[N/A]</i>
GCC 9.1	<p>Key Personnel</p> <p><i>GCC 9.1 is replaced with the following:</i></p> <p>9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Engineer. The Engineer shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p><i>[insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]</i></p>
GCC 13.1	The minimum insurance amounts and deductibles shall be:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(a) for loss or damage to the Works, Materials, Plants & Fees-Contractor's All risks: <i>[contract value + 15%]</i>.</p> <p>(b) For loss or damage to Equipment: <i>[Value of Equipment on Site]</i>.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: <i>[provide insurance cover]</i>.</p> <p>(d) Third party injury to persons and damage to property: <i>[KES 1,000,000]</i>.</p> <p>(e) for personal injury or death: <i>As per Workers compensation (WIBA- workers injury benefits policy) work injury benefits act 2007 laws of Kenya</i></p>
GCC 14.1	Site Data are: <i>[N/A]</i>
GCC 20.1	The Site Possession Date(s) shall be: <i>[On order to Commence/Start Date]</i>
GCC 23.1	Appointing Authority for the Adjudicator: <i>[Chairman Chartered Institute of Arbitrators, CIARB Kenya Branch.]</i>
	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[as determined by the CIARB].</i>
GCC 24.3	Delete items 24.3 (a)
GCC 24.4	The Arbitration Rules as published by the Chartered Institute of Arbitrators (Kenya Branch) will apply
GCC 24.5	Application for appointment of an Arbitrator shall be to the Association of Consulting Engineers of Kenya (ACEK) or the Institution of Engineers of Kenya (IEK). The Arbitrator so appointed must be a licensed and registered Civil Engineer and a member of the Chartered Institute of Arbitrators (Kenya Branch)
GCC 25.0	<p>Corrupt and Fraudulent Practices, and Social and Environmental Responsibility</p> <p>AFD requires compliance with its policy in regard to corrupt and fraudulent practices, social and environmental responsibility as per the ESMP</p>
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 14 days after issuance of the order to commence.
GCC 26.2	Form of programme will be a Resource Based Gantt Chart.
GCC 26.3	Interval updates will be as requested by the Engineer
	<p>The period between Program updates is: 14 days after instructions from the Engineer.</p> <p>The amount to be withheld for late submission of an updated Program is <i>[N/A]</i>.</p>
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 6 months.
GCC 34.2	Period of notifying defects will be: 30 days calculated from the date stated in the notice.
D. Cost Control	
GCC 36.1	Valuation of Works shall be by: Re-measurements with Bills of Quantities

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 38.9	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be _N/A_ % of the reduction in the Contract Price.
GCC 40.0	Minimum Amount of Interim Payment Certificate submitted will be: Ksh. 2,500,000
GCC 41.1	<i>Amend the second sentence “within 30days” to within 60days</i> <i>Delete the last sentence starting “ Interest shall be calculated from the date... payments are made”</i> <i>and replace with “Interest on late payments shall be calculated based on simple interest at a rate equal to two percentage points above the average bank lending rate obtained from the Central Bank of Kenya”</i>
GCC 44.1	The currency of the Procuring Entity’s Country is: [Kenya shillings] .
GCC 45.1	The Contract IS NOT subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients DOES NOT apply.
GCC 46.1	The proportion of payments retained is: 10% of the interim certificate up to a maximum of 5% of the contract sum
GCC 47.1	The liquidated damages for the whole of the Works are 0.05% per day of the contract price . The maximum amount of liquidated damages for the whole of the Works is 5% of the final Contract Price .
GCC 48.1	The Bonus for the whole of the Works is [N/A] .
GCC 49.1	The Advance Payments shall be: 10% of the Contract Amount and shall be paid to the Contractor no later than [N/A] .
GCC 49.3	Add; The amount to be deducted from each instalment will be calculated using the following formula; $R = \frac{(Va \times D)}{Vt}$ <p>Where: R = the amount to be repaid Va = the total amount of Advance Payment Vt = the contract price D = the amount of instalment The result to be rounded to a whole number</p>
GCC 50.1	The Performance Security is Required; (a) Performance Security – Bank Guarantee: in the amount(s) of 5% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is [N/A] . The date by which “as built” drawings are required is [N/A] .
GCC 57.2 (g)	The maximum number of days is: [100 days] .
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is [N/A] .

SECTION - VIII CONTRACT FORMS

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FORM No 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT**1. For the attention of Tenderer's Authorized Representative**

- i) Name: *[insert Authorized Representative's name]*
- ii) Address: *[insert Authorized Representative's Address]*
- iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: *[email]* on *[date]* (local time)

This Notification is sent by (Name and designation) _____

3. Notification of Intention to Award

- i) Procuring Entity: *[insert the name of the Procuring Entity]*
- ii) Project: *[insert name of project]*
- iii) Contract title: *[insert the name of the contract]*
- iv) Country: *[insert country where ITT is issued]*
- v) ITT No: *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

- i) Name of successful Tender _____
- ii) Address of the successful Tender _____
- iii) Contract price of the successful Tender Kenya Shillings _____ (in words)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S.No	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why not Evaluated
1				
2				
3				
4				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]*
 - ii) Agency: *[insert name of Procuring Entity]*
 - iii) Email address: *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]*
 - iii) Agency: *[insert name of Procuring Entity]*
 - iv) Email address: *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke.
You should read these documents before preparing and submitting your complaint.
- e) There are four essential requirements:
 - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.
 - iii) You must submit the complaint within the period stated above.

iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature: _____ Name: _____

Title/position: _____ Telephone: _____ Email: _____

FORM NO. 2 - REQUEST FOR REVIEW**FORM FOR REVIEW (r.203(1))****PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD****APPLICATION NO OF20****BETWEEN****..... APPLICANT****AND****.....RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board
 on.....day of 20.....

SIGNED**Board Secretary**

FORM NO 3: LETTER OF AWARD

[letterhead paper of the Procuring Entity] [date]

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by *(name of Procuring Entity)*.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....

FORM NO 4: CONTRACT AGREEMENT

THIS AGREEMENT made the day of, 20....., between of (hereinafter “the Procuring Entity”), of the one part, and of (hereinafter “the Contractor”), of the other part:

WHEREAS the Procuring Entity desires that the Works known as should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the addenda Nos _____ (if any)
 - d) the Special Conditions of Contract
 - e) the General Conditions of Contract;
 - f) the Specifications
 - g) the Drawings; and
 - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by the Procuring Entity) _____
Name of Contractor

(Signature) Date _____

Signed and sealed by the Contractor: M/s _____
Name of Contractor

(Signature) Date _____

(Name of the Director)

In the presence of: _____ Date _____
(Signature of Witness)

(Name and Designation of Witness)

(Address of witness)

FORM No. 5 - PERFORMANCE SECURITY**[Option 1 - Unconditional Demand Bank Guarantee]**

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue].*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Procuring Entity) _____ (the Procuring Entity as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps].

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

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 6 - ADVANCE PAYMENT SECURITY**[Demand Bank Guarantee]***[Guarantor letterhead]***Beneficiary:** _____ *[Insert name and Address of Employer]***Date:** _____ *[Insert date of issue]***ADVANCE PAYMENT GUARANTEE No.:** _____ *[Insert guarantee reference number]* **Guarantor:** _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ Dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words) _____ is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words _____)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the _____ day of _____, 20 __,² whichever is earlier. Consequently, demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

*[Name of Authorized Official, signature(s) and seals/stamps]***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.²Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 7 - RETENTION MONEY SECURITY**[Demand Bank Guarantee]***[Guarantor letterhead]***Beneficiary:** _____ *[Insert name and Address of Procuring Entity]***Date:** _____ *[Insert date of issue]***Advance payment guarantee no.** *[Insert guarantee reference number]***Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* _____ *([insert amount in words])*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number _____ at _____ *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the Day of, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

*[Name of Authorized Official, signature(s) and seals/stamps]***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**¹ *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.*² *Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

FORM NO. 8 - BENEFICIAL OWNERSHIP DISCLOSURE FORM*(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)***INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement

Tender Reference No.: _____ [insert identification no] Name of the Tender Title/Description: _____ [insert name of the assignment] to: _____ [insert complete name of Employer]

In response to the requirement in your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I. We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights, a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly ____% of shares Indirectly ____% of shares	Directly ____% of voting rights Indirectly ____% of voting rights	Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- Is this right held directly or indirectly? Direct..... Indirect.....	Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No---- Is this influence or control exercised directly or indirectly?
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights, a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)	
	Telephone number				Direct.....	
	Email address					
	Occupation or profession				Indirect.....	
2.	Full Name		Directly ____% of shares	Directly ____% of voting rights	Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- Is this right held directly or indirectly? Direct..... Indirect.....	Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	National identity card number or Passport number		Indirectly ____% of shares	Indirectly ____% of voting rights		
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3. e. t. c						

- II. Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from*

another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.

- III. In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:
- a) holds at least ten percent of the issued shares in the company either directly or indirectly;
 - b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
 - c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
 - d) exercises significant influence or control, directly or indirectly, over the company.
- IV. What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:[insert complete name of the Tenderer]_____*

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

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

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

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

FORM NO. 9 - STATEMENT OF INTEGRITY, ELIGIBILITY AND ENVIRONMENTAL AND SOCIAL RESPONSIBILITY

Tender No.: _____

Tender Name.: _____

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

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been:
 - a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of the Contract);
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of the Contract);
 - c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
 - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of the Contract);

- 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
- 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
- 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5 In the case of procurement of goods, works or plants:
- c) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of the Contract;
- d) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for the Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
- 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
- 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
- 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
- 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁴: _____

Signature: _____ Dated: _____

⁴ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

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

1. Corrupt and Fraudulent Practices

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

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

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

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

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

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

- a) Corruption of a Public Officer means:
 - The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person⁵ or entity, for such Public Officer to act or refrain from acting in his official capacity; or
 - The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- b) A Public Officer shall be construed as meaning:
 - Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;
 - Any other natural Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
 - Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- c) Corruption of a Private Person⁶ means:
 - The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;

⁵ Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

⁶ Means any natural Person other than a Public Officer.

- The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- e) Anti-competitive practices mean:
 - Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
 - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
 - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Environmental and Social Responsibility

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

- a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

FORM NO. 10 - STATEMENT ON ENVIRONMENT AND SOCIAL MANAGEMENT PLAN**Introduction:**

All operations financed by AFD are required to comply with the national regulations of the country where the operation is implemented, including environmental and social issues. Relevant Kenyan Policies, laws, regulations for environmental management in roads projects, the AFD Environmental and Social Risk Management Policy, and the World Bank Environmental and Social Standards that influence various aspects of road infrastructure projects shall be applied to this Project.

Contractor's Responsibilities

The Contractor will be responsible for implementing the Project. They will be contractually required to undertake their activities in an environmentally responsible manner.

The role of the Contractor shall be to:

- ensure that the environmental specifications of this document (including any revisions, additions or amendments) are effectively implemented. This includes the on-site implementation of steps to mitigate environmental impacts;
- Preserve the natural environment by limiting any destructive actions on site;
- Ensure that suitable records are kept and that the appropriate documentation is available to the PM;
- Take into consideration the legal rights of the individual Landowners, Communities and KeRRA's staff;
- Ensure quality in all work done, technical and environmental;
- Underwrite the Project Proponent's Environmental Policy at all times; and
- Ensure that all sub-contractors and other workers appointed by the Contractor are complying with and implementing the ESMP & MP during the duration of their specific contracts.

The responsibilities of the Contractor will be to:

- Discuss implementation of and compliance with this document with staff at routine site meetings;
- Designate, appoint and/or assign tasks to personnel who will be responsible for managing all or parts of the ESMP & MP.
- Monitor environmental performance and conformance with the specifications contained in this document during site inspections;
- Report progress towards implementation of and non-conformances with this document at site meetings with the PM;
- Advise the PM of any incidents or emergencies on site, together with a record of action taken;
- Report and record all accidents and incidents resulting in injury or death; and
- Resolve problems and claims arising from damage immediately to ensure a smooth flow of operations.

Specification for Environmental and Social Safeguards Management Plan

The Contractor shall ensure that all pertinent permits, certificates and licenses have been obtained prior to any activities commencing on site and are strictly enforced / adhered to. They shall also maintain a record of permits, licenses and authorizations required for the contract as a whole and for pertinent project activities, amongst other workplace records, throughout the Project's implementation.

Item	Mitigation measure
Noise mitigation	<ul style="list-style-type: none"> • The Contractor shall keep noise level within acceptable limits as per Environmental Management and Co-ordination (Noise and Excessive Vibration. Pollution) (Control) Regulations, 2009, and construction activities shall, where possible, be confined to normal working hours in the settlement centres • Sensitive noise receptors including Manyatta Jillo, Gororukesa Centres and Marsabit Town, shall be notified by the Contractor at least 5 days before road construction commences. • Construction workers to be provided with appropriate PPE, i.e., ear muffs when undertaking activities that expose them to high noise levels

	<ul style="list-style-type: none"> • Project vehicles should be maintained regularly to reduce noise resulting from friction • Prohibit unnecessary hooting by project vehicles
Air Quality	<ul style="list-style-type: none"> • Do not carry out dust generating activities (excavation, handling and transport of soils) during windy season; • Water shall be sprayed on the road and at the main centres namely, Manyatta Jillo, Gororukesa Centres and Marsabit, to settle dust. • Project vehicles delivering soil materials shall be covered to reduce spills and windblown dust; • Project vehicle speeds shall be limited to minimize the generation of dust on site and on diversion and Access • Dust masks shall be provided construction workers at high dust areas
Vegetation Loss	<ul style="list-style-type: none"> • Follow the excavation plan; avoid removal of native vegetation; • Excavation works with minimal vegetation. This will be done in agreement with the local community
Impacts on soils	<ul style="list-style-type: none"> • Provide grass cover and other suitable slope stabilization measures on embankment slopes and on stockpile of spoils; • Removal of natural vegetation shall be avoided; • Appropriate native vegetation that retards erosion shall be planted on disturbed areas and other potentially erodible places, to replace those that maybe removed. • As much as possible, construction activities in sloping areas are shall be undertaken during the dry season only and shall follow the excavation plan as designed.
Impacts on water resources	<ul style="list-style-type: none"> • Develop water use plan in consultation with local municipal authority and community, to minimize water use conflicts with local residents and wildlife; • Proper handling, storage and disposal of oil, fuel, and oil wastes; • Solid waste should not be dumped in or near any water bodies (rivers, streams, etc); • Untreated effluent should not be discharge should be made to existing surface water (Miligisi/ Merille River), or land • Water courses, mainly R. Miligisi/ Merille and the seasonal streams (laggas) shall be kept free of excavation spoil and construction debris, floating and submerged; • Earth spoils material and all types of wastes shall be disposed at approved sites
Wastes	<ul style="list-style-type: none"> • Prepare and implement a Waste Management Plan prior to commencement of Works • Properly labelled and strategically placed waste disposal containers shall be provided at all places of work • Litter bins should have secured lids to prevent animals and birds from scavenging • Recycling of construction material shall be practiced where feasible e.g., containers and oil barrels • Spoils and all types of wastes shall be disposed at approved sites,
Land resources	<ul style="list-style-type: none"> • ESIA study to be conducted before opening up new material sources (borrow pits); • Restoration of borrow pit sites to original condition to extent possible as per the borrow pit decommissioning plan developed during ESIA • Restoration of vegetation in the rehabilitated sites
Workers' health and Safety	<ul style="list-style-type: none"> • The contractor should provide the workers with appropriate PPE according to nature of work, and at all times while on site • The contractor should ensure there are warning signs on the construction site and on the road to protect from accidents • The contractor shall provide standard first aid kits at the site • A safety officer who has safety training and knowledge of safety procedures should be present on site to ensure that all workers have guidance on the safety procedures • The contractor should have an insurance cover for all workers • All workers should be trained on the emergency response procedures
Community Health and Safety	<ul style="list-style-type: none"> • The Contractor shall keep noise level within acceptable limits as per the Environmental Management and Co-ordination (Noise and Excessive Vibration. Pollution) (Control) Regulations, 2009 • Create awareness and sensitize employees and local community on HIV and AIDS • Have HIV and AIDS Information and Educational posters within the work sites

	<ul style="list-style-type: none"> • Incorporate HIV/AIDS control programs including distribution of protective contraceptives at strategic points such as within sanitation facilities
Wildlife	<ul style="list-style-type: none"> • Educate workers regarding the occurrence of important wildlife of conservation value in the area and the importance of their protection, including the appropriate regulatory requirements • Instruct employees, contractors, and site visitors to avoid harassment and disturbance of wildlife. Prohibit feeding of wildlife. • Develop a code of conduct for the workers to ensure none of them get engaged in hunting or harming game in any way • Appropriate waste management by covering all solid waste especially those from the camps and those considered hazardous waste • Fence off the campsites to keep wildlife out • Clear wildlife crossing to be provided at the start at end of the road to alert local community and Project workers on presence of wildlife crossing sites in the area. • Install appropriate speed calming measures near wildlife crossing sites e.g animal crossing and speed limit signage
Community Disruption	<ul style="list-style-type: none"> • Implement project grievance redress system to help resolve matters related to labour and social relations • Ensure fair treatment, non-discrimination, and equal opportunity of all workers • Develop and implement children Protection Strategy, to ensure that no child under the legal age of 18 years in employed in the Project
Road safety	<ul style="list-style-type: none"> • Initiate road safety awareness within the project area targeting schools, places of worship and chief's meetings • Install appropriate reflectorized road safety signs along the entire stretch of the road • Livestock crossing signs should be placed close to water pans / water points located along the road to allow easy movement of livestock to water points and reduce accidents • Post speed limit sign preferably 40km/hr on either side at the point the road approaches the wildlife crossings

Method of Formal Inspections

The Engineer and the contractor will carry out formal inspections jointly at the end of each month. The main purpose of the formal inspections is to enable the Engineer to verify the information presented in the Contractor's Monthly inspection statement with the actual observed and measured conditions on the site.

The Engineer will prepare a brief Memorandum describing the following:

- i. The general circumstances of the site visit, including date, road sections visited, persons present, etc.;
- ii. Any non-compliance which may have been detected;
- iii. The time granted by the Engineer to the Contractor to remedy the detected defects.

Based on the outcome of the formal inspection, the Engineer will correct any possible errors or misrepresentations in the Contractor's statement, countersign it and keep a copy as measurement of work sheet for payment, and to the Contractor for information.

Formal inspections will also be scheduled for the follow-up site visits, whose purpose is to verify if the Contractor has remedied the causes of earlier non-compliance, within the period granted by the Engineer and specified in the Memorandum.

Informal Inspections of mitigation compliance

The Engineer may carry out informal inspections as part of his general mandate given to him by the Employer. He may do so on his own initiative, at anytime and anywhere on the roads included in the contract. If he detects any road sections where mitigations criteria are not met, he is obliged to inform the Contractor within 24 hours in writing, in order to enable the Contractor to take remedial action as soon as possible.

Monthly Inspection Statement

The Monthly Statement to be submitted by the Contractor, which gives an example of how the statement is filled out. The statement jointly cross checked by the Engineer and the contractor for compliance as a measurement sheet.

Procedures for Inspection

The visual inspection will be undertaken as part of the Formal and Informal inspections. The criteria for mitigation will be checked at sections selected by the Engineer based on visual appearance. The Engineer shall be the sole judge of compliance. If a specified criterion is not met, the one-kilometre section in which the deficit occurs will be judged non-compliant.

We, confirm that we have read and understood the full content and scope of the Environmental and Social Safeguards Management Plan, and are bound to its implementation.

Signed and sealed by the Contractor: M/s _____
Name of Contractor

(Signature) Date _____

(Name of the Director)