



COUNTY GOVERNMENT OF TANA RIVER
HOLA MUNICIPALITY

**PROPOSED CONSTRUCTION WALKWAYS IN HOLA TOWNSHIP
WITHIN HOLA MUNICIPALITY**

TENDER NO: TRCG/OT/MPLY/ 23/2021-2022

- SECTION 1: INSTRUCTIONS TO BIDDERS
- SECTION 2: CONDITIONS OF CONTRACT
- SECTION 3: SHORT FIDIC
- SECTION 4: STANDARD FORMS
- SECTION 5: SPECIAL CONDITIONS
- SECTION 6: BILLS OF QUANTITIES

NOVEMBER, 2021

Issued By:
MANAGER
HOLA MUNICIPALITY
COUNTY GOVERNMENT OF TANA RIVER
P.O. BOX 25 - 70101
HOLA

Prepared By:
COUNTY Director
DEPARTMENT OF ROADS & PUBLIC WORKS
COUNTY GOVERNMENT OF TANA RIVER
P.O. BOX 29 - 70101
HOLA

CONTENTS:

INSTRUCTIONS TO TENDERERS..... **Error! Bookmark not defined.**

INSTRUCTIONS TO TENDERERS.....5

1 General5

2 Tender Documents.....6

3 Preparation of Tenders.....6

4 Submission of Tenders.....7

5 Tender Opening8

6 Tender Evaluation.....8

7 Award of Contract 10

CONDITIONS OF CONTRACT.....5

PART I: GENERAL CONDITIONS OF CONTRACT5

PART II: CONDITIONS OF PARTICULAR APPLICATION5

8 GENERAL PROVISIONS5

 8.1 Definitions5

 8.2 Interpretation6

4 THE CONTRACTOR.....7

 4.1. General Obligations7

 4.2. Performance Security.....11

7. TIME FOR COMPLETION.....11

 9.1 7.1 Execution of the Works.....11

 9.2 7.2 Programme.....11

10. VARIATIONS AND CLAIMS.....11

 9.3 10.2 Permitted Variations12

11. CONTRACT PRICE AND PAYMENT.....12

 11.1. Valuation of the Works12

 11.3. Interim Payments14

FORM OF AGREEMENT.....15

STANDARD FORMS.....21

FORM OF INVITATION FOR TENDERS22

FORM OF TENDER.....23

LETTER OF ACCEPTANCE.....25

FORM OF TENDER SECURITY26

PERFORMANCE BANK GUARANTEE27

BANK GUARANTEE FOR ADVANCE PAYMENT29

TENDER QUESTIONNAIRE31

CONFIDENTIAL BUSINESS QUESTIONNAIRE32

Adjudicator’s Agreement.....34

CHECKLIST FOR RESPONSIVENESS.....36

 9.4 01-50- 001 Mobilization and Establishment of the Site59

 9.5 01-60- 002 Clearance on Completion60

01-60-003 Insurance.....60

 9.6 01-60-004 Quality Control Tests.....60

01-60- 006 Drinking Water.....61

01-60-007 Provision of site sanitation facilities61

10	BILL 05: EARTHWORKS.....	62
10.2	05-50-007 Fill in hard material and compact.....	62
	BILL 08: CULVERT AND DRAINAGE WORKS	62
	08-60-025/027 Supply and Installation of Concrete Pipe Culverts	62
	08-60-035 Provide, compact class 15/20 concrete.....	63
	08-60-036 Provide, compact class 25/20 concrete	63
	08-60-038 Selected backfill materials.....	63
11	BILL 10: GRADING AND GRAVELLING.....	64
	10-50-001: Heavy Grading without watering and compaction.....	65
11.3	10-60-001: Provide Gravel Wearing Course	66
	BILLS OF QUANTITIES.....	65

INVITATION TO TENDER

Tender reference No. WP ITEM NO. **TRCG/OT/MPLY/ 23/2020-2021**

Tender Name

PROPOSED CONSTRUCTION WALKWAY IN HOLA TOWNSHIP WITHIN HOLA MUNICIPALITY

.

1.1 The DEPARTMENT OF ROADS, TRANSPORT, PUBLIC WORKS, HOUSING AND URBANIZATION

invites sealed tenders for the Tender Name **PROPOSED CONSTRUCTION WALKWAYS IN HOLA TOWNSHIP.**

- 1.2 Interested eligible candidates may obtain further information and inspect tender document (and additional copies) at *SUPPLY CHAIN OFFICE P.O BOX 29 - 70101 and GOVERNOR'S OFFICE* during working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of 1000 in cash or Bankers Cheque payable to **TANA RIVER COUNTY GOVERNMENT**
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for **365 days** from the closing date of tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at *SUPPLY CHAIN OFFICE P.O BOX 29 - 70101 and GOVERNOR'S OFFICE* or to be addressed to **COUNTY GOVERNMENT OF TANA RIVER** so as to be received on within fourteen days from the day of advertisement.
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at *SUPPLY CHAIN OFFICE P.O BOX 29 - 70101 and GOVERNOR'S OFFICE*

For

COUNTY GOVERNMENT OF TANA RIVER

INSTRUCTIONS TO TENDERERS.

1 General

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites Tenders for the Works Contract as described in the Tender Documents.
- 1.2 Tenderers shall include the following information and documents with their Tenders, unless otherwise stated:
 - (a) copies of Certificates of Registration under Companies Act, and as a Registered Contractor
 - (b) Tax Compliance Certificate from Kenya Revenue Authority (KRA)
 - (c) Address of the Principal place of Business
 - (d) Authority to seek references from Tenderer's Bankers
 - (e) Authority for person signing the Tender
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of the Tender.
- 1.4 The Tenderer, at the Tenderer's own expense, responsibility and risk, shall visit and examine the Site of the Works and its surroundings, to obtain all information that may be necessary for the preparation of the Tender and entering into a Contract for the Works as defined in the Specifications. Attendance at a pre-tender site meeting arranged by the Engineer shall be mandatory for the submission of an eligible tender.
- 1.5 Eligible Tenderers
 - a) The Invitation to Tender is open to all Tenderers qualified in accordance with to the conditions of the Press Advertisement or otherwise indicated by the Employer. Only Tenders from qualified Tenderers will be accepted.
 - b) A Tenderer debarred from participating in Public Procurement by the Public Procurement Directorate shall not be eligible to submit a Tender.
 - c) If the Employer has not undertaken the prequalification of Tenderers, all Tenderers shall include the information required to satisfy the qualification criteria as determined by the Employer.

2 Tender Documents

- 2.1 The complete set of Tender documents comprises the documents listed below and any addenda issued in accordance with paragraph 2.4
- (i) Instructions to Tenderers
 - (ii) Form of Tender
 - (iii) Conditions of Contract and Appendix to Conditions of Contract
 - (iv) Specifications
 - (v) Drawings and Road Improvement Plan
 - (vi) Bills of Quantities/Schedule of Rates (whichever is applicable)
 - (vii) Other documents/materials required by the Employer to be completed and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all Instructions, Forms and Specifications in the Tender documents. Failure to furnish all information required by the Tender documents may result in the rejection of the Tender.
- 2.3 A Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by electronic means at the address indicated in the letter of Invitation to Tender. The Employer shall respond to any request for clarification received earlier than seven days prior to the deadline for submission of Tenders. Copies of the Employer's response will be forwarded to all persons issued with Tender documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of Tenders, the Employer may modify the Tender documents by issuing addenda. Any addenda thus issued shall be part of the Tender documents and shall be communicated in writing or by electronic means to all Tenderers. Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 The Employer may extend, as necessary, the deadline for submission of Tenders in accordance with paragraph 4.5 below, to take account of any addenda issued.
- 2.6 The timescale given for the Completion of Works has been based on the optimum use of labour-based construction.

3 Preparation of Tenders

- 3.1 All documents relating to the Tender and any correspondence shall be in the English Language.

- 3.2 The Tender submitted shall comprise the following:-
- (a) The Form of Tender;
 - (b) Tender Security (as instructed in the Form of Invitation to Tender)
 - (c) Priced Bill of Quantities initialled on each page, or Schedule of Rates (whichever is applicable)
 - (d) Any other documents/materials required by the Employer to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates.
- 3.4 The unit rates and prices shall be in Kenya Shillings.
- 3.5 Tenders shall remain valid for a period of 90 days from the date of submission. However, the Employer may request the Tenderers to extend the period of validity for a specified additional period. Such a request and the Tenderers' responses shall be made in writing.
- 3.6 The Tenderer shall prepare one original of the Tender documents as described in these Instructions to Tenderers, and copies if required by the Invitation to Tender.
- 3.7 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer who shall initial all pages of the Tender where alterations or additions have been made.

4 Submission of Tenders

- 4.1 The Tender duly completed and sealed in an envelope shall:-
- (a) be addressed to the Employer at the address provided in the Invitation to Tender;
 - (b) bear the name and identification number of the Tenderer as defined in the Invitation to Tender; and
 - (c) provide an instruction not to open before the specified time and date for Tender opening.

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

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

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

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

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

5 Tender Opening

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

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

6 Tender Evaluation

6.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of Tenders or award decisions will result in the rejection of the Tender.

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

- a) Meets the eligibility criteria defined in paragraphs 1.2 and 1.5.
- b) Has been properly signed;

- c) Is accompanied by the required Securities;
- d) Is substantially responsive to the requirements of the Tender documents.

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

6.3 A substantially responsive Tender is one which conforms to all the terms, Conditions and Specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is the one:-

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

6.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall prevail;
- (b) where there is a discrepancy between the arithmetically correct line item Amount, resulting from the multiplication of the Unit Rate and the Quantity, and the Amount entered, the latter shall prevail and the Unit Rate shall be adjusted accordingly.
- (c) for Lumpsum items, only the Amount will be considered, disregarding any filled in unit rate.
- (d) where there is a discrepancy between the Tender Price as stated in the Form of Tender and the Tender total in the main Summary of the Bills of Quantities, the Tender Price shall prevail. The Employer shall notify the Tenderer and request that the Tenderer agrees to the Tender Price. The Unit Rate for the Items where the discrepancy occurs shall be adjusted by the Engineer. If the Tenderer fails to accept the corrected figure the Tender shall be rejected and the Tender Security shall be forfeit. Any discrepancy greater than 15% of the corrected figure shall result in rejection of the Tender and the forfeit of the Tender Security.

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

7 Award of Contract

- 7.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated Tender Price.
- 7.2 The Employer reserves the right to accept or reject any or all Tenders and to cancel the Tendering process at any time prior to the award of the Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer(s) of the grounds for the action.
- 7.3 The Tenderer whose Tender has been accepted will be notified of the award prior to the expiration of the Tender validity period in writing or by electronic means. This notification (called the “Letter of Acceptance”) will state the sum (called the “Contract Price”) which the Employer will pay the Tenderer in consideration of the execution, completion, and maintenance of the Works as set out in the Contract. The Letter of Acceptance will constitute a binding Agreement, prior to the Tenderer signing the Contract Agreement.
- 7.4 The Contract Agreement will incorporate all agreements between the Employer and the Tenderer. It will be signed by the Tenderer, not earlier than 21 days following the date of the Letter of Acceptance, and thereafter returned to the Employer within 14 days for signature.

SECTION III - Appendix to Instructions to Tenderers

1.1. General;

Where there is a contradiction between Section III – Instructions to Tenderers and Section IV- Appendix to Instructions to Tenderers, the latter (Section IV - Appendix to Instruction to Tenderers) shall be the reference)

Delete the whole of section 1.2 of Instructions to Tenderers and replace with the table below.

Tenderers shall provide the following (in the table below) as mandatory requirements in order to be considered for evaluation as also stipulated under Section V, Evaluation Criteria. Where information is required to be documented in the tender forms, tenderers must familiarize themselves with Section 10, Standard Forms.

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
Statutory and General Requirements							
No of documents	Bidder must submit one (1) number of documents we shall be assumed to be the original document.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	One (1) in number.	
Registration as a Company	Bidder Must be a legally constituted firm according to the laws of Kenya and must have been in operation for at least 6 years as per certificate of incorporation	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	<i>N/A</i>	Certificate of Incorporation; Standard Form - fully completed – Confidential Business Questionnaire (under section X(1.11) of the Standard Forms)	
Tax Compliance	Bidder MUST be Tax Registered and be Tax Compliant	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	<i>N/A</i>	Current and valid Tax Compliance Certificate – valid as of the tender submission deadline.	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
Physical address	Must have a physical office and works yard	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	<i>N/A</i>	Current and valid Single Business Permit. Valid as of the tender submission deadline.	
Registration by National Construction Authority	At least category NCA 6 for building works. The NCA registration must have been obtained not later than 1 January 2015 as evidenced by the initial registration certificate. Where a bidder's bid-sum is above NCA6 threshold, then the minimum in this case shall be the category in which the bidder's bid-sum falls.	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	<i>Must meet requirement.</i>	Current and valid NCA6 and above Certificate of Registration indicating the initial year of registration. Where a bidder's bid-sum is above NCA6 threshold, then the minimum in this case shall be the category in which the bidder's bid-sum falls. Current and valid annual practising certificate for building works – valid as of the submission deadline.	
Site Visit	Bidder or representative shall attend Site visit scheduled as per Tender Advert/Invitation to Tenders under Section I	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	<i>N/A</i>	Bidder to sign site visit attendance register; Bidders to attach site visit form endorsed by County Project Manager.	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
Bid Security	The Bidder shall furnish as part of its bid, a bid security of KE 2% of the Tender Sum under Form of Tender) valid for 90 days from date of opening of tender, from a local & reputable commercial bank ONLY, drawn as per bid security form attached in this tender document.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	In original, unconditional bank guarantee or banker's cheque and in the amount as stated under section I, invitation to tenders. Dully completed – Standard Form – Form of Tender Security – under Section X (1.5) of the Standard Forms.	
Bid Validity	The bidder to indicate in the Form of Tender the bid validity period in line with Section I – Instructions to Tenders	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	Dully completed – Standard Form – Form of Tender – under Section X (1.2) of the Standard Forms.	
Sanctity of the bid document	Having the document intact, legible, sequential pagination/serializati on of all pages including attachments, well bound, (not tempered with in any way and signed by the authorized person - granted by power of attorney)	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	Properly prepared Bid which should: - Be sequentially serialized from front page to last page including all attachments; Stamping, signing, and dating where required within the document including the standard forms.	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
Bidding Forms and Other Requirements							
Power of Attorney	Written confirmation authorizing the signatory of the Bid to commit the Bidder, properly attested to by commissioner of oaths or similar authority.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	Affidavit – Power of attorney; <i>Not required where bidder company is sole owned as provided in confidential business questionnaire under 1.3.2 above.</i>	
Bid Submission letter	Bid submission letter shall be prepared and signed by the authorized person only as granted per power of attorney above under 1.2.1. Where the bidder withdraws the bid or makes any changes to the bid before the deadline of submission, the person authorizing such changes/withdrawals must be the authorized person as per 1.2.1 above	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	Bid submission letter on bidder's letterhead.	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
Declaration on code of Ethics	The declaration of code of Ethics to be properly completed and duly confirmed by a commissioner of oaths or similar authority.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	N/A	Fully completed Standard Form – Commitment to the Code of Ethics – under Section X (1.15) of the standard forms. The form should be completed in full, duly endorsed by commissioner of oaths, signed, stamped, and dated.	
Construction Schedule / Works Program /work plan.	The Bidder shall provide the project Construction Schedule / Works Program in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the project completion time.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	N/A	N/A	A logical programme of activities on Critical Path in Ms Project showing stages of completion. This programme should establish the project critical path, & period – with clear start date and end. <i>The proposed project completion time should be within the project period as stipulated under Appendix to Conditions of the Contract (16 Weeks)</i>	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
Bidder Information	The bidder is required to provide all details in the format as specified as per standard forms: - 1. Form of Tender; 2. Qualification information form; 3. Tender Questionnaire; 4. Confidential Business Questionnaire, and 5. Details of Sub-Contractors.	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	<i>N/A</i>	Fully completed Standard Forms under Section X – Standard Forms; Form of Tender; Qualification information form; Tender Questionnaire; Confidential Business Questionnaire Details of Sub-Contractors	
Joint Venture Documents	Bids submitted by a JV shall include a Joint Venture Agreement entered into by all partners.	<i>N/A</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	Joint Venture Agreement properly executed by a commissioner of oaths.	
Schedule of Unit Rates	The Schedules - the Bill of Quantities, shall be prepared.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	Completed schedule of unit rates (The Bills of Quantities), with rates consistently applied for similar items within the Bills of Quantities. No frontloading from 1 above.	
Eligibility							

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
Agency Ineligibility. Non-eligibility based on sanctions from the EU or the United Nations, Kenya Government, regarding fight against terrorism	1). Bidder must not have been blacklisted or terminated (for fundamental breach of contracts, integrity and ethical malpractices, Debarment by Public Procurement regulatory authority by the County Government, Ministry of Devolution and ASAL, European Union, OR Bidder was not directly involved in the preparation of the project feasibility studies and designs. 2). Not listed as sanctioned person or entity by either Kenya, the EU or the United Nations,	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	1. An affidavit confirming that bidder is not affiliated nor blacklisted to The County Government, The Kenya Government Ministry of Devolution and ASAL, European Union, and The bidder was not involved in the preamble stages of this project e.g. feasibility studies and project preparation. 2. In the affidavit in 1 above, bidder to confirm by stating that bidder is not been barred by sanctions from The EU or The United Nations regarding fight against terrorism.	
Historical Contract Non-Performance							

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
Pending Litigation	The bidder to declare pending litigation and the values of the cases citing whether this litigation could adversely affect going concern of the bidder or smooth delivery/completion of the project in question.	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	<i>N/A</i>	Bidder to furnish an affidavit in support of a summary of litigations detailing the project/contract amounts in dispute (if any). If none, the bidder to state so in affidavit; and Read together with above, in the same affidavit, the bidder to affirm that they have no pending litigation that could substantially affect the going concern of the bidder or delivery/completion of the project in question.	
Financial Situation							
Historical Financial Performance	Submission of audited reports for the last three financial years (2018, 2019, and 2020) to demonstrate the current soundness of the bidder's financial position and its prospective long-term financial capacity.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	Audited financial reports for the last three years (2018, 2019 and 2020) certified by a CPA(K) auditor and consistent with Standard Form on Qualification information under section 4.4.5 above & Section X (1.9).	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
Average Annual Turnover	Minimum average annual turnover of Kenya Shillings (at least 2.5 times the size of the project in question) as demonstrated by the audited financial statements under section 1.5.1 above.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	N/A	<i>Must meet requirement</i>	Audited financial reports for the last three years (2015, 2016 and 2017/2018) certified by a CPA(K) auditor & consistent with Standard Form on Qualification information under section 1.4.5 above/Section X (1.9).	
Financial Resources	Demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements for this contract vs the firms other commitments.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	N/A	N/A	A worst-case scenario cash flow analysis factoring in a). the subject project cost; b). delayed payments arising from (a) above, and cash flow requirements for other projects the bidder is already undertaking as indicated under section X1.9 below; Identified sources of funding e.g. excess cash-flows as demonstrated by the bidder bank statement balances as of the deadline of submission with a	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
						written commitment from the bidder that such balances shall be kept aside for the project, a line of credit covering the lifetime and cost of the project and duly endorsed the bidder bankers or any form of unencumbered & clearly identifiable ring-fenced source of funding specifically identified and put aside for the project and inform of a letter or undertaking.	
Bidder's Banker(s)	Information on their Bankers including authority to contact the banks. Provide certified letter from bank	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	<i>N/A</i>	Authority from bidder allowing/authorizing the procuring agent to conduct the bank directly. This authority should be endorsed by the bidder bankers.	
Current Contract Commitments /	Provide information on current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance	<i>Must meet requirement.</i>	<i>N/A</i>	<i>Must meet requirement</i>	<i>N/A</i>	List of projects – Name, Contracting Authority, project/contract budget, level of completion, and amounts in monetary	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
Works in Progress	has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.					terms required to complete them. This information should be summarised under Standard Form - Qualification Information under section X; Where bidder has no ongoing projects this should be so indicated under the Section X Standard Forms – Qualification Information	
Experience							
General Experience (Years of Experience)	The company must have been in operation for at least 6 years.	<i>Must meet requirement</i>	<i>Must meet requirements</i>	<i>Must meet requirement</i>	N/A	Certificate of incorporation	
Specific Experience	Participation as contractor, management contractor, or subcontractor, in at least two (2) contracts each with a value of at least Kenya Shillings	<i>Must meet requirement</i>	<i>Must meet requirements</i>	N/A	N/A	List of projects – Name, Contracting Authority, project/contract budget, when completed/ level of completion, and amounts in monetary terms required to	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
	100,000,000 within the last three (3) years (2017, 2018, 2019), that have been successfully and substantially completed and that are of the same nature to the proposed Works. The similarity shall be based on the physical size, complexity, financial capital input, methods/ technology or other characteristics as described in Section V, Employer's Requirements.					complete them. This information should be summarised under Section X – Standard Forms - Qualification Information and at the same time attaching project award letters, project completion certificates, contracts etc	
Key Personnel							
Project organogram	A project organogram with clear organizational structure but with key positions of at least and describing key responsibilities of each key position or as described under instructions to tenderers.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>N/A</i>	A project organogram; A matrix/table showing key duties of each position/person Fully completed – Section X Standard Forms - Qualification Information.	
Project	At least a diploma in Civil Engineering or	<i>Must meet</i>	<i>Must meet</i>	<i>N/A</i>	<i>Must meet</i>	Section X – Standard Forms - Qualification	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
Manager	Project Management, 3 years' specific works experience and held the position of project manager/ Team Leader in at least three projects of similar nature and scope	<i>requirement</i>	<i>requirement</i>		<i>requirement</i>	Information Form properly completed; CV describing the person, education background, years of experience, key experience as per the requirements column.	
Site Agent	At least a diploma in Civil Engineering, 3 years specific works experience and held the position of Site Agent in at least three projects of similar nature and scope	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	Section X – Standard Forms - Qualification Information Form properly completed; CV describing the person, education background, years of experience, key experience as per the requirements column.	
Site Surveyor	At least a diploma in Engineering Survey, 3 years specific works experience as a Surveyor in at least three projects of similar nature and scope	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	Section X – Standard Forms - Qualification Information Form properly completed; CV describing the person, education background, years of experience, key experience as per the requirements column.	
Key Equipment							
Motor	Minimum required number is 1 (one).	<i>Must meet</i>	<i>Must meet</i>	<i>N/A</i>	<i>Must meet</i>	Section X – Standard Forms - Qualification	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
Graders		<i>requirement</i>	<i>requirement</i>		<i>requirement</i>	Information Form properly completed; Proof of equipment ownership - Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.	
Vibrating Rollers	At least 1 No. 10 ton vibrating roller.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	Section X – Standard Forms - Qualification Information Form properly completed; Proof of equipment ownership - Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.	
Excavators	Minimum required number is 1. No.	<i>Must meet</i>	<i>Must meet</i>	<i>N/A</i>	<i>Must meet</i>	Section X – Standard Forms - Qualification	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
		<i>requirement</i>	<i>requirement</i>		<i>requirement</i>	Information Form properly completed; Proof of equipment ownership - Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.	
Dump Trucks	Minimum required number is 1. No.	<i>Must meet requirements</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	Section X – Standard Forms - Qualification Information Form properly completed; Proof of equipment ownership - Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.	
Concrete	Minimum required number is 2	<i>Must meet</i>	<i>Must meet</i>	<i>N/A</i>	<i>Must meet</i>	Section X – Standard Forms - Qualification	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
Mixer		<i>requirements</i>	<i>requirement</i>		<i>requirement</i>	Information Form properly completed; Proof of equipment ownership - Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.	
Porke r Vibrator	Minimum required number is 3 No.	<i>Must meet requirements</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	Section X – Standard Forms - Qualification Information Form properly completed; Proof of equipment ownership - Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.	
Water Booze	Minimum required number is 1. No.	<i>Must meet</i>	<i>Must meet</i>	<i>N/A</i>	<i>Must meet</i>	Section X – Standard Forms - Qualification	

Sub-Factor	Requirement	Bidder				Documentation Required	Provided (Y/N) / or N/A
		Single Entity	Joint Venture				
			All partners combined	Each partner	At least 1 partner		
r		<i>requirements</i>	<i>requirement</i>		<i>requirement</i>	Information Form properly completed; Proof of equipment ownership - Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.	
Hand operated compressor	Minimum required number is 1 No.	<i>Must meet requirements</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	Section X – Standard Forms - Qualification Information Form properly completed; Proof of equipment ownership - Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.	

Pickup truck	Minimum required number is 1 No.	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>Must meet requirement</i>	Section X – Standard Forms - Qualification Information Form properly completed; Proof of equipment ownership - Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.	
--------------	----------------------------------	------------------------------	------------------------------	------------	------------------------------	--	--

SECTION V – TOR & EVALUATION CRITERIA

1.1. TOR

1.2. Evaluation Criteria

Only bidders that shall meet all requirements under Appendix to Instruction to Tenderers shall be subjected to further evaluation. The evaluation shall consist of two stages;

- Stage 1 - Technical Evaluation;
- Stage 2 - Financial Evaluation.

1.2.1. Stage 1 - Technical Evaluation

The following table shall guide technical evaluation.

Sub-Factor	Requirement	Maximum score	Awarded score
Financial Situation			
Historical Financial Performance	Audited financial report for the last three (3) years (2018, 2019, 2020) (choose either of the qualification below):		
	Average Current ratio above 2 for financial years (2018, 2019, 2020)	5	
	Average Current ratio between 1 and 2 for financial years (2018, 2019, 2020)	3	
	Average Current ratio below 1 for financial years (2018, 2019, 2020)	0	
Average Annual Turnover	As provided in the Audited financial report for the last three (3) years (2018, 2019, 2020) (choose either of the qualification below): Annual turnover for the purposes of this tender has been defined as annual sales from company operation.		
	Average turnover of the three years above KES 100M million per year.	5	
	Average turnover of the three years between KES 50M Million and KES 100 Million per year.	3	
	Average turnover of the three years between KES 10M and KES 50M per year.	2	
Credit period offered by bidder	The period between request for payment by contractor and actual payment release by procuring entity/Employer, minimum 51 days & completed Bid Form – Qualification Information		
	Above 90 days	5	
	Between 52 and 90 days	3	
Contract implemented & completed in the past three years related to	Information on past completed works of similar nature, complexity and magnitude. Bidders to provide a) Contract agreements/LPOs, completion & handover certificate & completed Bid Form – Qualification Information		
	Contracts value above KES50Million-	10	

Sub-Factor	Requirement	Maximum score	Awarded score
works and project in question (2015, 2016, 2017/2018)	Contracts value between KES50Million and KES100Million	8	
	Contracts value between KES10Million and KES50Million	5	
Current ongoing works of similar nature, complexity and magnitude awarded within the last 2 years (2017/2018)	Information on ongoing projects of similar nature, complexity and magnitude. Bidders to provide a) Contract agreements/LPOs and site handover certificate/letter & completed Bid Form – Qualification Information		
	Projects of similar nature and complexity (each project = 1 point to a Max of 3) - Works	3	
	Projects of similar magnitude (each project = 1 point to a Max of 2) – Time and Budget	2	
TOTAL FOR FINANCIAL SITUATION		30	
Experience			
NCA category	General Experience under NCA category (<i>Bidders to provide NCA - certificates and current practising license to confirm registration status & category. The category should be specific to subject works. A mere registration without corresponding practicing licence will earn no marks). The registration in this category should be been obtained not later than 31 December 2015.</i>)		
	NCA Category NCA 6	5	
	NCA Category above 5 - 1	3	
TOTAL FOR EXPERIENCE		5	
Key Personnel			
Schedule of Bidder's proposed personnel and their experience. Attach CV describing the person, education background, years of experience, key experience as per the requirements column & evidence of qualification (certificates, recommendations, service completion certificates etc)			
Project Manager	i. More than a diploma in Civil Engineering or Projects Management field = 1 point	1	
	i. Similar Works Experience (Over 5 years = 2 points, 4-5years = 1 point.)	2	
	i. Experience in position of team leader/project manager in similar projects (More than 5 projects = 2 points, 4-5 projects = 1 point.)	2	
Site Agent	i. More than a diploma in Civil Engineering/Electrical Engineering/Projects Management = 1 point,	1	
	i. Similar Works Experience (Over 5 years = 2 points, 4-	2	

Sub-Factor	Requirement	Maximum score	Awarded score
	5years = 1 point.		
	i. Experience in position of Site Agent in similar projects (More than 5 projects = 2 points, 4-5 projects = 1 points)	2	
Site Surveyor	i. More than a diploma in quantity survey or building economics = 1 point.	1	
	i. Similar Works Experience (Over 5 years = 2 points, 4-5years = 1 point.)	2	
	i. Experience in position of surveyor in similar projects (Over 5 years = 2 points, 4-5years = 1 point.)	2	
TOTAL FOR KEY PERSONNEL		15	
Key Equipment			
Proof of equipment ownership -Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents.			
Grader	Schedule of contractor's graders (<i>Attach proof or evidence of ownership/lease</i>)		
	<ul style="list-style-type: none"> • More than 1 Qty 	1	
Vibrating Roller	Schedule of contractor's Vibrating Rollers (<i>Attach proof or evidence of ownership/lease</i>)		
	<ul style="list-style-type: none"> • At least one Roller of capacity of more than 10 tonnes. or more than 1 roller of 10 tonnes. 	1	
Excavator	Schedule of contractor's Excavators (<i>Attach proof or evidence of ownership/lease</i>)		
	<ul style="list-style-type: none"> • More than one Excavator 	1	
Dump Truck	Schedule of contractor's Dump Trucks (<i>Attach proof or evidence of ownership/lease</i>)		
	<ul style="list-style-type: none"> • More than one Dump Truck. 	1	
Concrete Mixer	Schedule of contractor's Concrete Mixers (<i>Attach proof or evidence of ownership/lease</i>)		
	<ul style="list-style-type: none"> • More than two Concrete mixers. 	2	
Water Boozer.	Schedule of contractor's Water Bowsers (<i>Attach proof or evidence of ownership/lease</i>)		
	<ul style="list-style-type: none"> • One water boozer of least 12,000 litres, or equivalent. 	1	
Porker Vibrator	Schedule of contractor's Porker Vibrator (<i>Attach proof or evidence of ownership/lease</i>)		
	<ul style="list-style-type: none"> • More than five vibrators 	1	
Hand operated Compressor	Schedule of contractor's Hand operated Compressor (<i>Attach proof or evidence of ownership/lease</i>)		
	<ul style="list-style-type: none"> • More than One Hand operated Compressor 	1	

Sub-Factor	Requirement	Maximum score	Awarded score
Pick-Up Truck	Schedule of contractor's Pick Ups <i>(Attach proof or evidence of ownership/lease)</i>		
	<ul style="list-style-type: none"> More than one No. 	1	
TOTAL SCORE FOR EQUIPMENT		10	
Construction Schedule / Works Program/Work Plan.			
Work approach & methodology clearly showing Construction Schedule / Works Program/Work Plan.	<ul style="list-style-type: none"> Work & contract mobilization plan with clearly laid out time and resource deployment plan 	5	
	<ul style="list-style-type: none"> Demonstrated Proper quality control mechanism anchored throughout the assignment delivery 	5	

Summary Stage 1 - Technical Score

Item	Category	Maximum Score	Awarded Score
1	Financial Situation	30	
2	Experience	5	
3	Key Personnel	15	
4	Equipment	10	
5	Construction Schedule / Works Program	10	
	TECHNICAL SCORE, T_s	70	

Only bidder(s) whose total Technical Score (T_s) is 49 points and above will be considered for further evaluation.

1.2.2. Stage 2 - Financial Evaluation

The evaluation shall involve bid sum comparison under Stage 2A and Stage 2B and the Financial Score 2C below.

Award

The bidder achieving the highest Total Score (T) shall be the one considered for award subject to successful bidder due diligence whose essence shall be to confirm the correctness of information provided during the bidding process. If the bidder is found to have given false information, the bidder shall be automatically disqualified without further reference to the bidder and in such a case the next highest evaluated bidder shall be considered subject to the same verification processes.

The bidder that shall emerge successful after the due diligence process shall be awarded

the assignment and thereafter contracted subject to successful negotiations whose main aim shall be to harmonize the procuring entity's expectations with the bidder's quoted rates, offer and total bid sum. The agenda for these discussions shall be communicated in writing.

CONDITIONS OF CONTRACT

PART I: GENERAL CONDITIONS OF CONTRACT

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

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

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

II: CONDITIONS OF PARTICULAR APPLICATION

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

8 GENERAL PROVISIONS

8.1 Definitions

Add new Paragraph to sub-clause 1.1.8

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

1.1.8 (b) “**Month**” means calendar month

Add new paragraph to sub-clause 1.1.20 to 1.1.25

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

1.1.21 “**Labour-Based Methods**” means work methods whereby activities are carried out using labour where technically and economically viable and

appropriate equipment is only used when labour alone will not achieve the required standards.

- 1.1.22 **“Task ”** means the amount of work to be done by one individual worker or a gang in order to earn one day’s wage.
- 1.1.23 **“Young Person”** means an individual male or female, who has attained the age of 16 years but has not attained the age of 18 years.
- 1.1.24 **“R2000 Strategy”** means an initiative by the Government of Kenya to improve the maintenance of the country’s Road Network by giving priority to maintenance through network approach, using appropriate technology, labour-based methods, local resources and increased usage of small-scale entrepreneurs.

8.2 Interpretation

Add sub-clause 1.2.1 as follows

- 1.2.1 Words having the same meaning

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

4 THE CONTRACTOR

4.1. General Obligations

Add. In particular the following obligations shall apply

Add the following new sub-Clauses:

4.1.1. R2000 Strategy

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

4.1.2 Approval of Equipment

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

4.1.3 Recruitment of Labour

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

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

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

4.1.4. Employment of Young Persons and Children

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

4.1.5. Conditions of Employment of Labour

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

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

4.1.6. Reporting Requirements

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

4.1.7. Non-payment of Wages by Contractor

- (a) The Employer may demand from the Contractor reasonable proof of payment of wages to the employees.
- (b) The Employer may, upon the Contractor defaulting in payment, pay the money due, out of any funds due or which may become due to the Contractor under the Contract.
- (c) In such an event, the Contractor shall co-operate with the Employer in processing the payment of the correct amounts of money due to the labour

force by submitting the relevant muster rolls, workday reports and pay-sheets, and the Contractor shall be represented at the time payments are made.

- (d) Direct payment to workers by the Employer shall attract a penalty as stated in the Appendix to cover expenses incurred in the administration of such labour payments.

4.1.8. Contract with Employees

- (i) Working days

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

- (ii) Provision of Hand Tools

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

- (iii) Safety and Health

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

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

(iv) Contractor to Preserve Peace

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

4.1.9. Water for the Works

The Contractor shall supply all water for the Works.

4.1.10. Environment

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

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

4.1.11. HIV/AIDS

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

4.2. Performance Security

Add the following at the end of this clause.

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

The Performance Security shall be in the form of a Bank Guarantee and shall only be allowed from a reputable bank acceptable to the Employer.

7. TIME FOR COMPLETION

9.1 7.1 Execution of the Works

Add new sub-clause to 7.1.1:

9.1.1 Progress Review Meetings

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

9.2 7.2 Programme

Add two new paragraphs under this Sub-Clause

9.2.1 Intended Construction Procedures, Order and Methods

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

9.2.2 Programme Updating

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

10. VARIATIONS AND CLAIMS

Add the following sub-clauses:

9.3 10.2 Permitted Variations

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

11. CONTRACT PRICE AND PAYMENT

11.1. Valuation of the Works

Add the following sub-clauses:

11.1.1. Price Adjustment

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

(a) Local Labour

For the purpose of this Sub Clause:

- (i) “Local Labour” means skilled, semi-skilled workers of all trades engaged by the Contractor on the Site for the purpose of or in connection with the Contract or engaged full time by the Contractor off the site for the Purpose of or in connection with the Contract (by way of illustration but not limitation: workers engaged full time in any office, store, workshop or quarry).
- (ii) “Basic Rate” means the applicable basic minimum wage rate prevailing on the date 28 days prior to the latest date for submission of Tenders, by reason of any National or State Statute or Ordinance.
- (iii) “Current Rate” means the applicable basic minimum wage rate for Local Workers by reason of any National or State Statute or Ordinance, prevailing on any date subsequent to the date 28 days prior to the latest date set for submission of Tenders.

b) Specified Materials

For the purpose of this Sub-Clause

- (i) “Specified Materials” means the basic materials required on the Site for the execution and completion of Works, which shall include fuel and lubricants; cement; aggregates; steel reinforcement; timber and gravel.
- (ii) “Basic Prices” means the prices for the specified materials prevailing on the date 28 days prior to the latest date for submission of Tenders.

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

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

(c) Overheads and Profits Excluded

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

(d) Adjustments

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

(e) Notice and Records

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

11.1.2. Exclusion of Price Adjustment for Late Completion of Works

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

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

11.1.3. Dayworks

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

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

11.3. Interim Payments

Add the following sub-clauses:

11.3.1. Advance Payment

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

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

11.3.2. Deductions for Re-payment of Advance Payment

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

11.3.3. The Minimum Amount of Interim Payment.

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

FORM OF AGREEMENT

This **AGREEMENT** is made on the ----- day of ----- between the **County government of tana river**, represented by the **chief officer, County government of tana river of P.O. Box 29,Hola** or his representative (Hereinafter called the Employer) on the one part and ----- (Hereinafter called the Contractor) of P.O. Box ----- of the other part.

WHEREAS the Employer is desirous of Rehabilitating and Improving the sections of the Road(s) and has accepted a Tender by the Contractor to execute the Improvement Works on the road sections as defined.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.

The following documents form part of this Agreement, viz:

- (a) Letter of Acceptance;
- (b) Form of Tender
- (c) Appendix to the Form of Agreement
- (d) Conditions of Contract; Parts I and II
- (e) Specifications;
- (f) Drawings;
- (g) Priced Bill of Quantities;
- (h) Other Documents/Materials/Conditions agreed and documented.

In consideration of the payment to be made by the Employer to the Contractor, the Contractor covenants with the Employer to execute and complete the Works in conformity with the provisions of the Contract.

The Employer covenants to pay the Contractor in consideration of the execution and completion of the Works, the Contract Price or such other sum as may become payable under the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first

before written at....., Kenya

Signed and dated for and on behalf of the Employer

.....

Designation

Date

.....

(Name of the Employer’s Representative)

In the Presence of

.....

Designation.....

Date

.....

.....

(Name of witness)

(Address of Witness)

Signed for and on behalf of the Contractor

.....

.....
(Name of the Contractor's Representative)

In the Presence of
(Signature of witness) (Date)

.....
(Name of witness) (Address of Witness)

Countersigned:- (if required)

.....
Designation..... (Date)

.....
(Name of the Countersignatory))

APPENDIX TO FORM OF AGREEMENT

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

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

ITEM	SUB- CLAUSE	DATA
Engineer's estimate		Kshs. 20,500,000.00
Time for Completion	1.1.9	SIX Months
Priority of Documents	1.3	<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 and Appendix • the Letter of Acceptance • the Form of Tender • the Conditions of Contract, Part II - Conditions of Particular Application • the Conditions of Contract, Part I - General Conditions of Contract • the Specifications • the Drawings, • the Priced Bill of Quantities
Law of Contract	1.4	Laws of the Republic of Kenya
Language	1.5	English
Provision of Site	2.1	On Commencement Date
Authorised Person	3.1	Chief Officer – Public Works, Housing & Urbanization, County government of tana river
Name and Address of Employer's Representative	3.2	Chief Officer – Public Works, Housing & Urbanization, County government of tana river

ITEM	SUB- CLAUSE	DATA
Engineer's estimate		Kshs. 20,500,000.00
		P. O. Box 29 Hola
Penalty to the Contractor for Employer paying workers on his behalf	4.1.8	10% of the amount paid to the workers.
Performance Security	4.4	5% of Tender Sum.
Amount	4.4	Not applicable
Form	4.4	Bank Guarantee
Requirements of Contractors Design	5.1	Not applicable
Programme ⇒ Time of Submission	7.2	Within 14 days of Commencement Date
⇒ Form of Programme	7.2	Bar chart
⇒ Interval Updates	7.2.2	One month
Liquidated Damages Amount payable due to failure to complete	7.4	0.01% of Contract Price per Day to a limit of 5% of Contract Price.
Period of notifying defects	9.1 and 11.5	30 days calculated from the date stated in the notice under sub clause 8.2*
Percentage of Retention	11.4 and 11.5	5%
Maximum Amount of Advance Payment	11.3.1	10% of the Contract Price excluding contingencies.
Form of Guarantee for Advance Payment	11.3.1	Bank Guarantee
Valuation of Works	11.1.3	Remeasurements with Bills of Quantities

ITEM	SUB- CLAUSE	DATA
Engineer's estimate		Kshs. 20,500,000.00
Repayment Schedule for Advance Payment	11.3.2	----- % instalments from thecertificates.*
Minimum Amount of Interim Payment	11.3.3*
Currency of Payment	11.7	Kenya Shilling
Rate of Interest	11.8	Simple Interest at a rate of 2% above mean Base Lending Rate as issued by the Central Bank of Kenya.
Insurance	14.1	Required
Insurance ⇒ The Works, materials plants & fees ⇒ Contractor's Equipment ⇒ Third party injury to persons and damage to property ⇒ Workers compensation ⇒ Other cover	14.1	Amount of Cover The Contract Price stated in the Agreement +15%. Full replacement cost.****
Arbitration ⇒ Rules ⇒ Appointing Authority ⇒ Place of Arbitration	15.3 15.3 15.3	CAP 49 of the Laws of Kenya Chairman Chartered Institute of Arbitrators, Kenya Branch. District Headquarters

Signature of bidder.....

Date.....

STANDARD FORMS

STANDARD FORMS

- (ii) Form of Invitation for Tenders
- (iii) Form of Tender
- (iv) Letter of Acceptance
- (v) Form of Tender Security
- (vi) Performance Bank Guarantee
- (vii) Bank Guarantee for Advance Payment
- (viii) Tender Questionnaire
- (ix) Confidential Business Questionnaire
- (x) Adjudicator's Agreement

FORM OF INVITATION FOR TENDERS

_____ [date]

To: _____ [name of Contractor]

_____ [address]

Dear Sirs:

Reference: _____ [Contract Name]

You are qualified to tender for the above Contract.

We hereby invite you and other qualified Tenderers to submit a Tender for the execution and completion of the Works.

A complete set of Tender documents may be purchased from _____

[mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs _____

All Tenders shall be accompanied bynumber of copies of the same and a Tender Security in the form and amount of Kshs..... and shall be delivered to :

[address and location]

at or before _____ (time and date). Tenders will be opened immediately thereafter, in the presence of those Tenderers' representatives who choose to attend.

Please confirm receipt of this letter and your intention to Tender in writing.

Yours faithfully,

_____ *Authorised Signature*

Name and Title

FORM OF TENDER

TO: _____ *[Name of Employer]* _____ *[Date]*

_____ *[Name of Contract]*

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above Works, **We**, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of

Kshs. _____ *[Amount in figures]* Kenya

Shillings _____

_____ *[Amount in words]*

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

Dated this _____ day of
_____20_____

Signature _____ in the capacity
of _____

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

Witness: Name _____

Address _____

Signature _____

Date _____

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number, as given in the Tender documents] for
the Contract Price of Kshs. _____ *[amount in figures]* Kenya
Shillings _____ *(amount in words)*] in accordance with the
Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in
accordance with the Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment :

FORM OF TENDER SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted a Tender dated for the Rehabilitation/Spot Improvement of
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

- 1. If after Tender opening the Tenderer withdraws his Tender during the period of Tender validity specified in the Instructions to Tenderers
Or
- 2. If the Tenderer, having been notified of the acceptance of his Tender by the Employer during the Period of Tender validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the Period of Tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[date]

[signature of the Bank]

[witness]

[seal]

PERFORMANCE BANK GUARANTEE

To: _____ (*Name of Employer*) _____ (*Date*)
_____ (*Address of Employer*)

Dear Sir,

WHEREAS _____ (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (*amount of Guarantee in figures*) Kenya Shillings _____ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This Guarantee shall be valid until the date of issue of the Employer’s notice under Sub-Clause 8.2 (Taking-Over Notice), of the Conditions of Contract.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [*name of Employer*] _____ (*Date*)
_____ [*address of Employer*]

Gentlemen,

Ref: _____ [*name of Contract*]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, **We**, _____ [*name and Address of Contractor*] (hereinafter called “the Contractor”) shall furnish you with a Bank guarantee by a recognised Bank for the sum specified therein as a security for compliance with his obligations in accordance with the Contract in an amount of Kshs. _____ [*amount of Guarantee in figures*] Kenya Shillings _____ [*amount of Guarantee in words*].

We, the _____ [*bank or financial institution*], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [*name of Employer*] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [*amount of Guarantee in figures*] Kenya Shillings _____ [*amount of Guarantee in words*].

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ [*name of Employer*] and the Contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall remain valid and in full effect from the date of the Advance Payment under the Contract until _____ (*name of Employer*) receives full payment of the same amount from the Contract.

Yours faithfully,
Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full name of Tenderer;

.....

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

.....

3. Telephone number (s) of Tenderer;

.....

4. Facsimile of Tenderer;

.....

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

.....

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

.....

.....

Signature of Tenderer

Make copy and deliver to: _____ (*Name of Employer*) (The Tenderer shall leave one copy at the time of purchase of the Tender documents)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

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

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

Name of your Bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

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

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

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

Adjudicator’s Agreement

Identification of Project:

.....
(the “Project”)

Name and address of the Employer:

.....
(the “Employer”)

Name and address of the Contractor:

.....
(the “Contractor”)

Name and address of the Adjudicator:

.....
(the “Adjudicator”)

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

The Employer, Contractor and Adjudicator agree as follows:

1. The Rules and dispute provisions of the Contract shall form part of this Agreement.

2. The Adjudicator shall be paid:

A retainer fee of per calendar month (where applicable)

A daily fee of

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

Receipts will be required for all expenses.

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

SIGNED BY

For and on behalf of the Employer in the presence of

Witness

Name

Address

Date

SIGNED BY

For and on behalf of the Contractor in the presence of

Witness

Name

Address

Date

SIGNED BY

For and on behalf of the Adjudicator in the presence of

Witness

Name

Address

Date

CHECKLIST FOR RESPONSIVENESS

CONTRACT CHECK LIST				
	CONTRACTOR TO CHECK	Mandatory ①	Tenderer	Evaluator
PROJECT NAME	that the contract submitted is that of the bills of quantity	①		
CONTRACT NO.	is similar with the tender	①		
ADDENDUM IF ANY	that all addendums have been checked and in cooperated in the tender document	①		
DATE OF SITE VISIT	that a duly signed attendance form is obtained at the end of the site visit. It should have been signed by the person conducting the site visit and recorded in the attendance register of the site visit meeting.	①		
DATE OF TENDER OPENING	that the contractor has checked the date of the tender opening and if changed the change in noted in the check-list			
TENDER NOTICES IF ANY	that the contractor has checked that all tender notices are attended to. The contractor can attach the notices in the check list to confirm that they have been in cooperated in the contract.	①		
TENDER PAYMENT RECEIPT	that the proof of purchase of the contract is shown. This will apply to those contract documents which can be downloaded from the website	①		
Certificate of Incorporation	that the certificate is duly attached to the contract document	①		
Certificate of Tax compliance	that the Certificate is current and does not expire during the tender process	①		
Certificate of Registration (MOR/NCA)	that the certificate is duly attached to the contract document and that it corresponds to the class required for the tender	①		
Current Litigation	a schedule of all litigation between the tenderer and the employer is attached. If there are other litigations involving other ministries, authorities and local governments the tenderer should provide			
Signed Form of Bid	that this section is signed by a person recognized by law as director, owner, having power to act legally. hence the proof of power of attorney.	①		

Signed Appendix to Form of Bid	this section should be signed by the same person appointed to sign the form of bid	1		
Power of Attorney	that the power of attorney is attached in the tender document. The person stated in the power of attorney should be the one signing the documents	1		
Certificate of Tenderer's visit to site	the certificate issued during the site visit should be the one attached in the tender document	1		
Schedule of major items of plant	the tenderer should have attached a list of all the plant and equipment or ability to hire such equipment to undertake the specified works.	1		
Key Personnel	that the qualification of the personnel matches the required qualification.	1		
	CONTRACTOR TO CHECK	Mandatory 1	Tenderer	Evaluator
Schedule of Financial Standing	the audited report should have the required legal salient points. Such as to afford the employer the ability to check the information provided by contacting the firm/person who audited the accounts. The audited accounts are used to compute the present current worth and the ability of the tenderer to perform.			
Anti-Corruption Pledge form	The anti-corruption is filled as required	1		
schedule of road works completed	the tenderer should list all road works completed			
Schedule of ongoing Projects	the tenderer should list all ongoing roads works.			
Schedule of other supplementary information	the confidential business questionnaire is filled completely .			
Priced Bill of Quantities	the tenderer should check that all rates are correctly entered and the totals are correct. The summaries are transferred correctly and total contract sum is correctly transferred to the form of bid.	1		
	COMPLETENESS CRITERIA			
Tender Opening No.	that the number is obtained at the tender opening	1		
Litigation History	is attached if any			

Site Staff	a complete organization chart is provided and confirms the attached CV			
Current Commitments	that ongoing projects must not exceed the minimum threshold as stated in the tender document. that there is no over commitment			
Specific Experience	that the tenderer displays experience in the roads work	1		
Average Annual Turnover	that the turnover meets the stated minimum in the tender			
Non Performing Contracts	the tenderer should list all non performing contracts with plausible remarks			
Financial Situation/Cash flow/Working Capital	current asset less current liability should show positive to meet minimum stated qualification criteria			
General Experience	the tenderer should list key personnel showing critical experience relevant to the actual execution of works.			
Equipment Holding	that the output of stated equipment meets the expectation of the works			

SIGNED BY CONTRACTOR

SIGNED BY PROCUREMENT

SCHEDULE OF SUPPLEMENTARY INFORMATION

SCHEDULES OF SUPPLEMENTARY INFORMATION

SCHEDULE 1:FORM OF WRITTEN POWER OF ATTORNEY	39
SCHEDULE 2: ANTI-CORRUPTION PLEDGE FORM	40
SCHEDULE 3: CERTIFICATE OF BIDDER’S VISIT TO SITE.....	41
SCHEDULE 4: MAJOR ITEMS OF CONSTRUCTION PLANT AND EQUIPMENT	46
SCHEDULE 5: KEY PERSONNEL	48
SCHEDULE 6: SCHEDULE OF ROADWORKS CARRIED OUT BY THE BIDDER	49
SCHEDULE 7: SCHEDULE OF ONGOING PROJECTS.....	50
SCHEDULE 8: FINANCIAL STANDING	51
SCHEDULE 9: OTHER SUPPLEMENTARY INFORMATION	57

SCHEDULE 1: FORM OF WRITTEN POWER OF ATTORNEY

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

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

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

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

Alternate:

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

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

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

*To be filled by all Bidders.

SCHEDULE 2: ANTI-CORRUPTION PLEDGE FORM

DECLARATION BY THE CONTRACTOR

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the preset procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract.

We also underscore the importance of adhering to minimum social standards (“Core Labour Standards”) in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the Government of Kenya.

We will inform our staff about our respective obligations and about their obligation to fulfil this declaration of understanding to obey the Laws of Kenya.

Name of the contractor

.....

Authorized Signature

.....

Date

.....

...

SCHEDULE 3: CERTIFICATE OF BIDDER’S VISIT TO SITE

This is to certify that

[Name/s].....

.....

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

.....

.....

.....

participated in the organised inspection visit of the site of the works

.....day of.....20.....

Signed.....

(Employer’s Representative)

.....

...

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

.....
(Designation)

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

SCHEDULE 4: MAJOR ITEMS OF CONSTRUCTION PLANT AND EQUIPMENT

Power Rating	
Owned / Leased/ Imported	
Source	
Estimated CIF Mombasa Value (If to be Imported)	
Capacity	
New or Used	
Year of Manufacture	
No. of each	
Description, Type, Model, Make	

The Bidder shall enter in this schedule all major items of plant and equipment which he proposes to bring to site. Only reliable plant in good working order and suitable for the work required of it shall be shown on this Schedule.

I certify that the above information is correct.

.....
(Signature of Bidder)

.....
(Date)

SCHEDULE 5: KEY PERSONNEL

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE		
			Qualifications	General Experience (Yrs)	Specific Experience (Yrs)
Partner/Director or other key staff (give designation)					
Site Office Site Agent Deputy Site Agent. Supervising Engineer Construction supervisors Site Surveyor Other Key Staff Foremen (i) Earthworks (ii) Drainage/Concrete (iii) Pavement (iv) Surfacing					

Note: The Bidder shall list in this schedule the key personnel he will employ from the to direct and execute the work together with their qualifications, experience, position held and nationality in accordance with Clause 15.2 and 16.3 of the Conditions of Contract Part II (where required, use separate sheets to add extra data for column 4). Bidders shall attach signed and certified CVs of all key staff.

I certify that the above information is correct.

.....
(Signature of Bidder)

.....
(Date)

SCHEDULE 6: SCHEDULE OF ROADWORKS CARRIED OUT BY THE BIDDER

DESCRIPTION OF WORKS	NAME OF CLIENT	VALUE OF WORKS (KSHS) *	DATE OF COMMENCEMENT	YEAR COMPLETED/REMARKS
<u>A) Non-completed Works</u>				
<u>B) Completed Works</u>				
<u>C) Specific Construction Experience</u>				

I certify that the above works were successfully carried out by this Bidder.

.....
(Signature of Bidder)

.....
(Date)

Value in KShs using Central Bank of Kenya mean exchange rate at a reference date 7 days before date of BID opening

SCHEDULE 7: SCHEDULE OF ONGOING PROJECTS

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

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

.....
(Signature of Bidder)

.....
(Date)

SCHEDULE 8: FINANCIAL STANDING

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

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

SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST TWO (2) FINANCIAL YEARS.

	Year	Year
	KShs.	KShs.
1. Total Assets		
2. Current Assets		
3. Bank Credit Line Value		
4. Total Liabilities		
5. Current Liabilities		
6. Net Worth (1-4)		
7. Working capital (2+3-4)		

(a) Name/Address of Commercial Bank providing credit line

.....

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

Attach certified copies of financial bank statements of the last two years.

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

SCHEDULE 9: OTHER SUPPLEMENTARY INFORMATION

1. Financial reports for the last two years, balance sheets, profit and loss statements, auditors’ reports etc. List them below and attach copies.

.....

2. Evidence of access to financial resources to meet the qualification requirements. Cash in hand, lines of credit etc. List below and attach copies of supporting documents

.....

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

.....

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

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

I certify that the above information is correct.

.....
 Date

.....
 Signature of Bidder

Section 1: Drawings

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

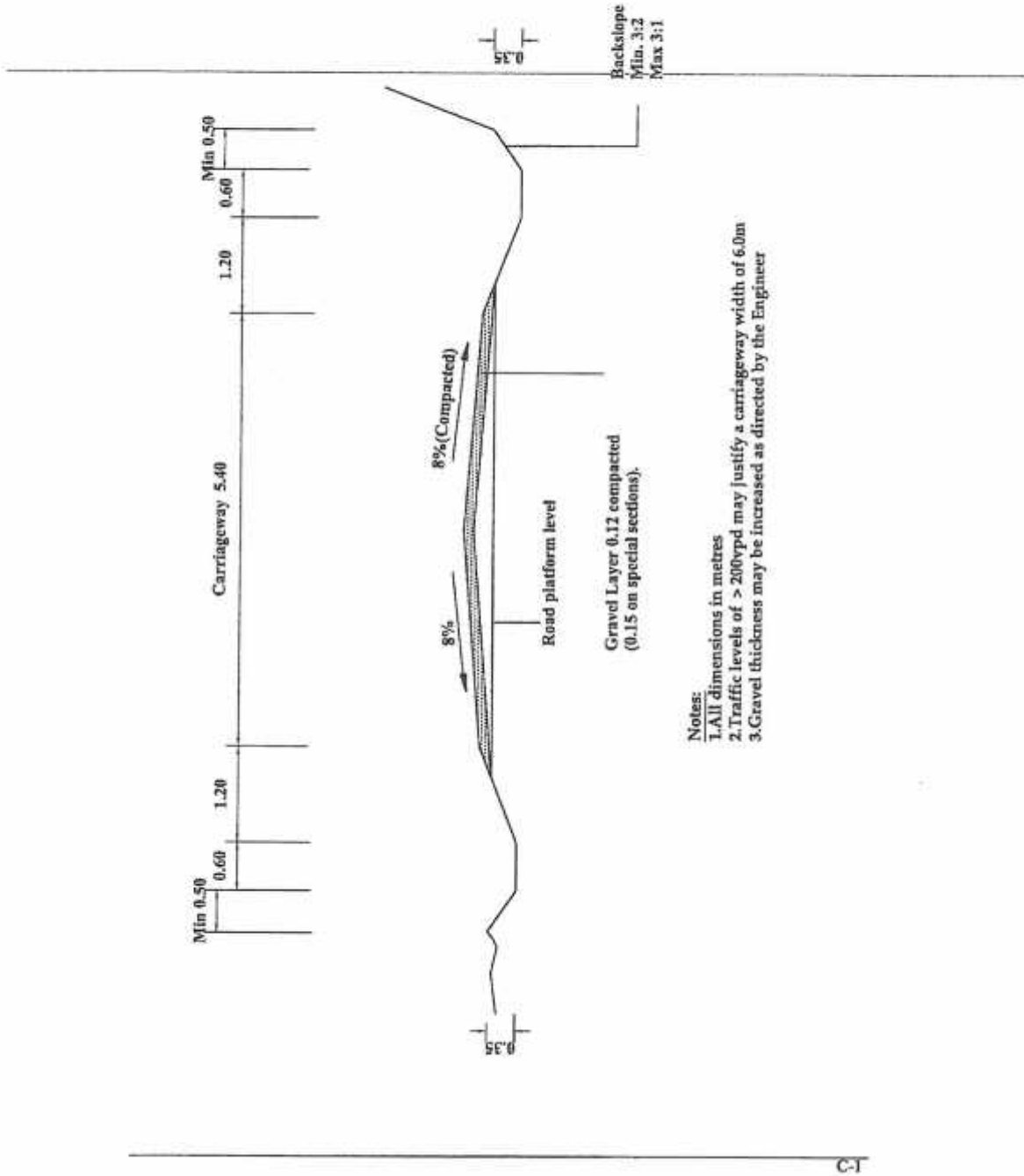
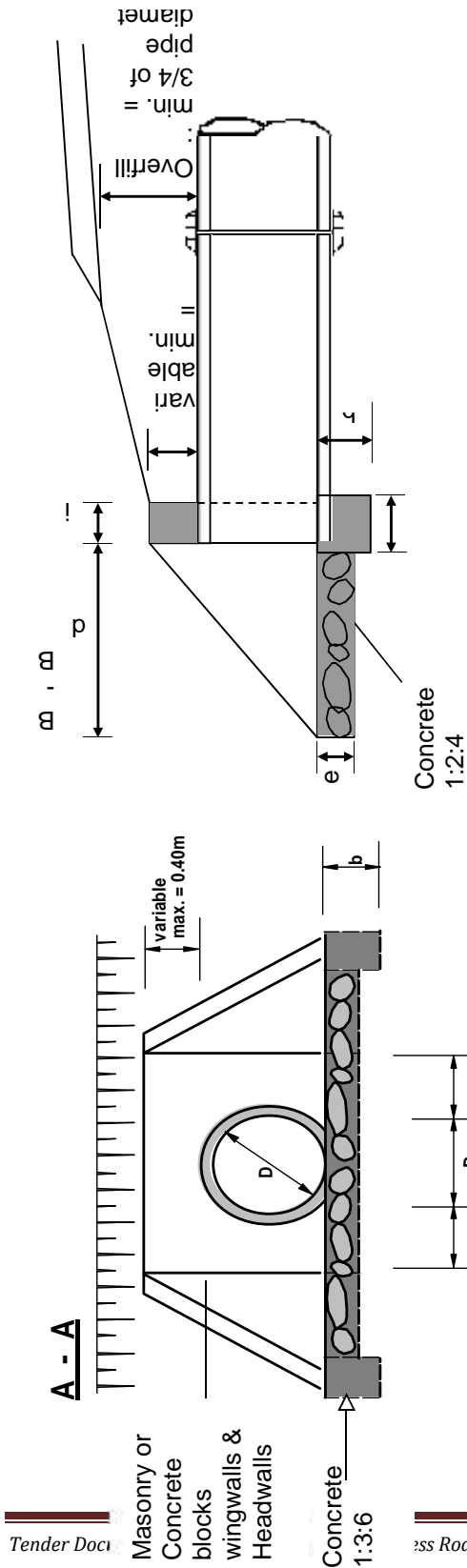


FIGURE C.8 - HEADWALL TYPE 1 (HEAD AND WINGWALLS)



DIMENSIONS AND MATERIAL REQUIREMENTS

PIPE DIAMETER	TYPE A (CONCRETE)			TYPE B (STONE)		
	450	600	900	450	600	900
DIMENSIO UNIT						
a FOUNDATI m	0.30	0.30	0.30	0.40	0.40	0.60
b FOUNDATI m	0.30	0.30	0.40	0.30	0.30	0.40
c FOUNDATI m	2.20	2.35	2.89	2.20	2.35	2.89
d APRON m	1.00	1.00	1.20	1.00	1.00	1.20
e APRON m	0.20	0.20	0.20	0.20	0.20	0.20
f WALL m	0.20	0.20	0.20	0.40	0.40	0.40
g WALL m	0.30	0.30	0.30	0.30	0.30	0.30
h WALL m	1.15	1.15	1.39	1.15	1.15	1.39
i WALL m	0.20	0.20	0.20	0.40	0.40	0.40
k APRON m	1.05	1.20	1.50	1.05	1.20	1.50
MATERIAL FOUNDATION (Concrete) m	0.3	0.32	0.51	0.4	0.42	1.03
HEAD/WINGW (Concrete/Maso m)	0.4	0.47	0.67	0.8	0.93	1.35
APRON (Concrete) m	0.33	0.36	0.53	0.33	0.36	0.53

CULVERT PIPES	No. of
4.50	6.00
5.50	7.00
6.50	8.00

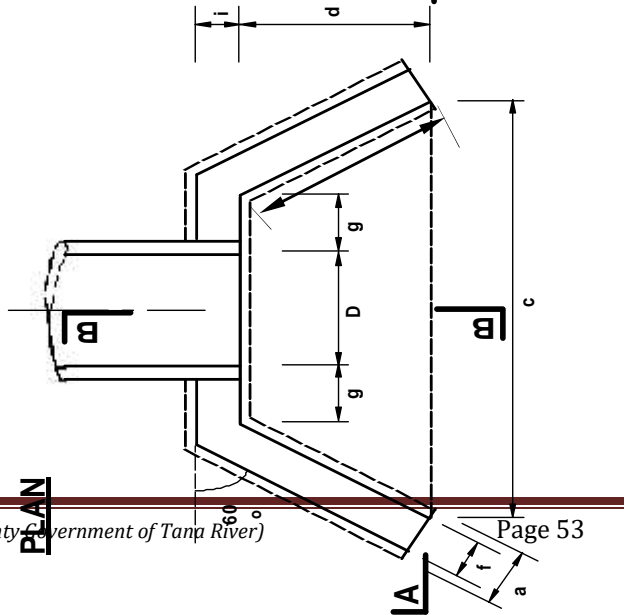


FIGURE C.9 -
HEADWALL TYPE 2
(DROP INLET)

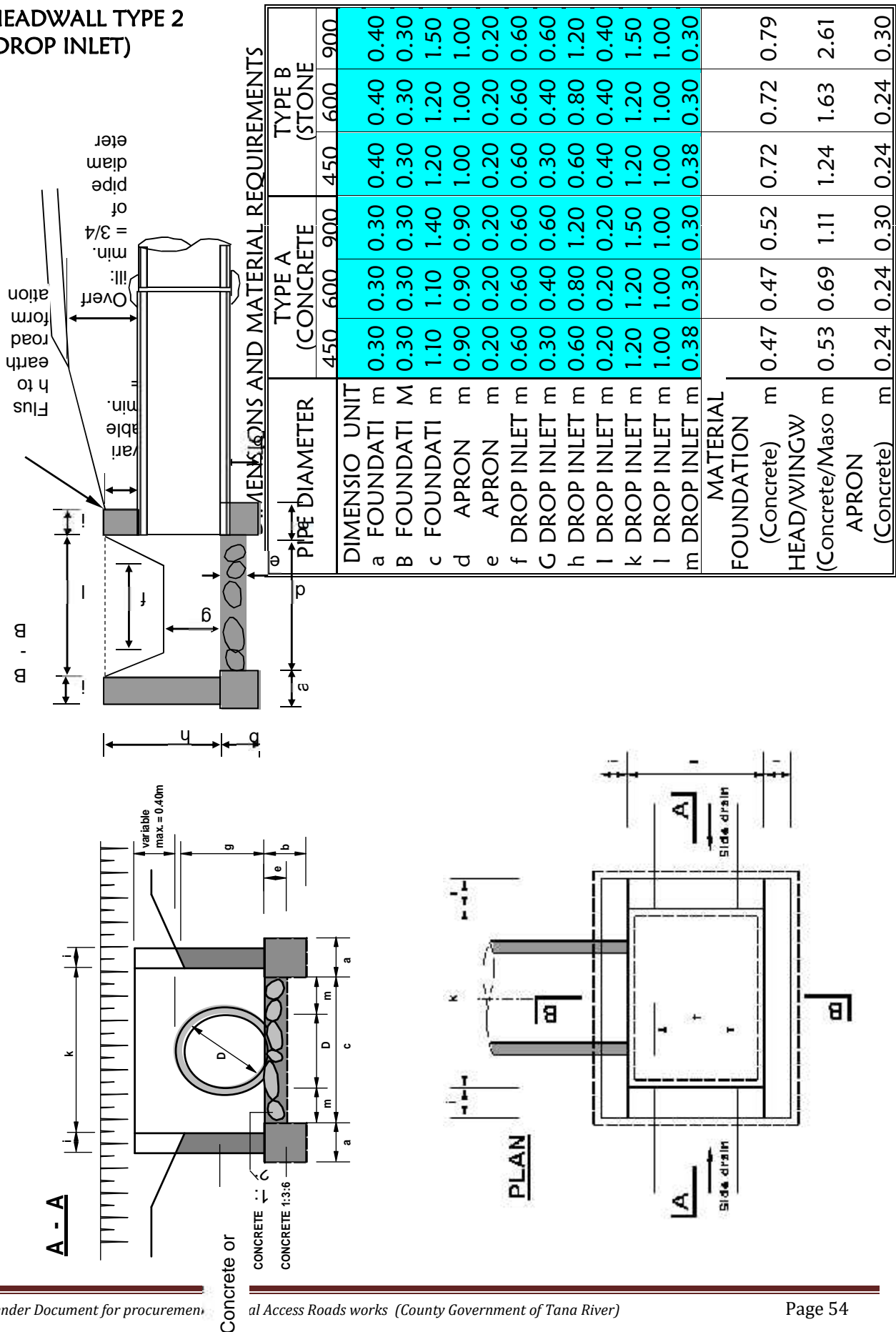
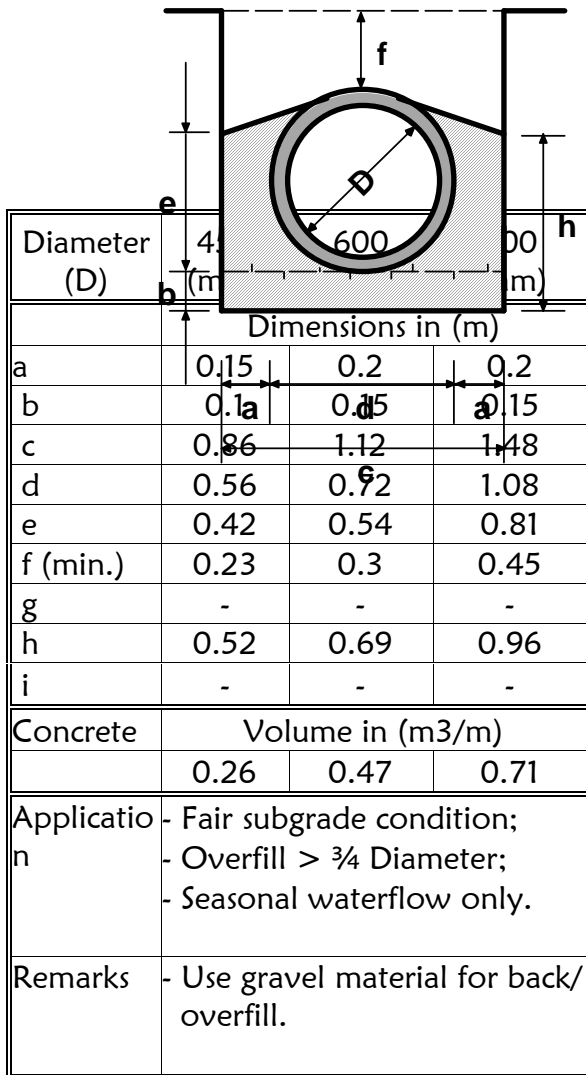
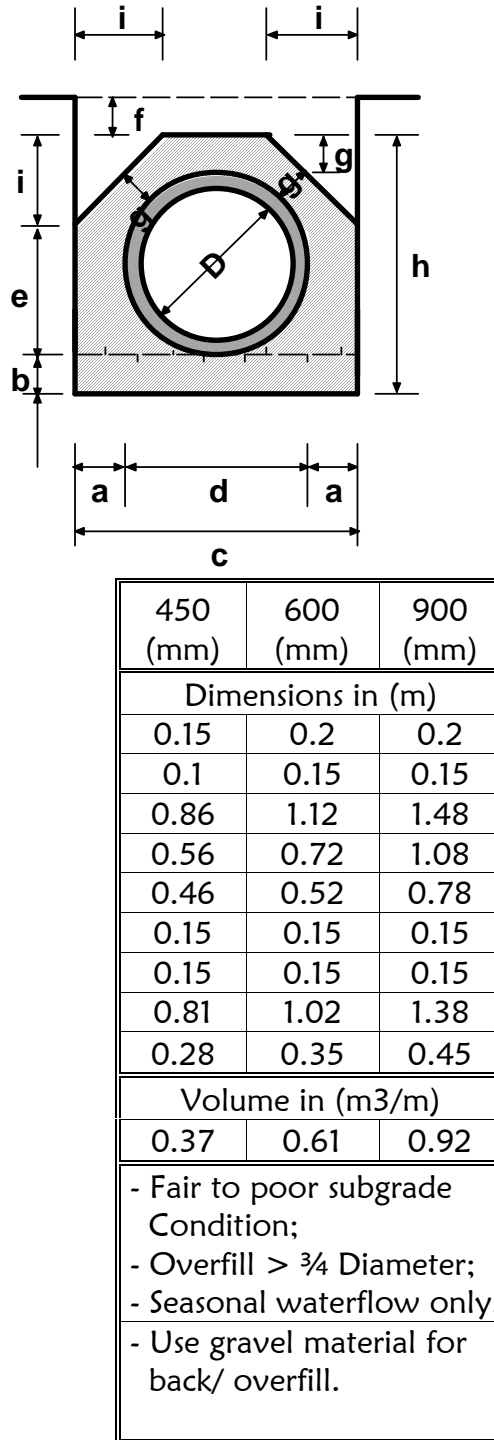


FIGURE C.14 - BEDDING AND HAUNCH PROFILES TYPES III & IV

PROFILE III
(CONCRETE)



PROFILE IV
(CONCRETE)



Section 2: Standard Specifications

STANDARD SPECIFICATIONS

Standard Specifications refers to the Standard Specifications for Road and Bridge Construction, 1986 Edition.

Section 3: Special Specifications

SECTION 1 – GENERAL

102 EXTENT OF CONTRACT

The Roads are located in Lunga Lunga constituency, Kwale region.

103 SCOPE OF WORKS

The works to be executed under the contract shall comprise mainly but are not limited to the following:

- a) Preliminary and general items
- b) Minor Earthworks
- c) Culvert installation
- d) Concrete works
- e) Heavy grading
- f) Gravelling works

104 PROGRAMME OF EXECUTION OF THE WORKS

The contractor shall provide the works programme, required under clause 14 of the Conditions of Contract, within 21 days of receipt of the Engineer's Order to commence work.

The programme shall be co-ordinated with climatic and other conditions to provide for the completion of the works in the order and by the time specified.

The Contractor shall carry out the contract in accordance with the programme agreed with the Engineer, but he shall in no manner be relieved by the Engineer's approval of the programme, of his obligation to complete the works in the prescribed order and by the prescribed completion date and he shall from time to time review his progress and make such amendments to his rate of execution of the works as may be necessary to fulfil his obligations.

105 ORDER OF EXECUTION OF WORKS

In addition to Clause 105 of the Standard Specification the Contractor shall carry out the Works such that a continuous and consecutive output of fully completed work is achieved.

107 CERTIFICATE OF SUBSTANTIAL COMPLETION

The minimum length of the road for which a certificate will be issued is the whole road when substantially completed.

109 NOTICE OF OPERATIONS

Add the following sub- Clause.
Notification Terms

It shall be the Contractor's responsibility to notify the Engineer when any item of works scheduled are completed and ready for approval, and the contractor shall give sufficient notice to allow control test to be performed.

BILL 01: PRELIMINARY AND GENERAL ITEMS

Scope:

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

9.4 01-50- 001 Mobilization and Establishment of the Site

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

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. The Contractor shall also 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

Measurement and Payment: NA

Work Method: NA

9.5 01-60- 002 Clearance on Completion

9.5.1.1.1 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.

Work Method: NA

01-60-003 Insurance

The Contractor shall provide Insurance in accordance with the Conditions of Contract as indicated in the Appendix to form of tender for Rehabilitation and Improvement Contracts and Clause 14.1 for small works conditions of contract.

9.5.1.2 Measurement and Payment

Lump Sum payment for this item will be made upon the production of satisfactory evidence by the Contractor that Insurances have been affected.

Work Method: NA

9.6 01-60-004 Quality Control Tests

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

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

The Engineer shall include a Provisional Sum for this item to be expended only as and when the Contractor is instructed to carry out tests at approved material testing laboratories.

Measurement and Payment

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

Work Method: NA

01-60- 006 Drinking Water

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

Quality Control

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

Measurement and Payment

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

9.6.1

Work Method:

LB

01-60-007 Provision of site sanitation facilities

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

Quality Control

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

Measurement and Payment

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

Work Method: **LB**

10 BILL 05: EARTHWORKS

10.1

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

10.2 05-50-007 Fill in hard material and compact.

These activities should be done in accordance with Bill 5, sub clauses 5.01 to 5.17 in the Standard Specifications for Roads and Bridges 1986.

BILL 08: CULVERT AND DRAINAGE WORKS

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

08-60-025/027 Supply and Installation of Concrete Pipe Culverts

08-60-025	600	mm	surrounds
08-60-027	900	mm	surrounds

The Contractor shall supply, lay and join 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 and preferably ogee jointed. 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 surrounded with Class 15/20 concrete to the dimensions shown on the Drawings or as directed by the Engineer.

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 on 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.

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

Work Method: **LM-MB**

10.2.1.1.1.1

10.2.1.1.1.2 Quality Control

- 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.

08-60-035 Provide, compact class 15/20 concrete

08-60-036 Provide, compact class 25/20 concrete

08-60-038 Selected backfill materials

These activities should be done in accordance with Bill 8, sub clauses 8.01 to 8.20 in the Standard Specifications for Roads and Bridges 1986.

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

10.2.1.1.1.2.1.1 Work Method: LM-MB

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.

11 BILL 10: GRADING AND GRAVELLING**Scope:**

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

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

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

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

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

The material may be obtained from quarries, borrow pits or excavation in cuttings as directed by the Engineer. Gravel material shall conform to the requirement given in Table 10.1

Table 10.1: Requirement for Gravel Wearing Course

GRADING REQUIREMENTS		PLASTICITY INDEX REQUIREMENTS PI		
Sieve (mm)	% Weight Passing	Zone	Min	Max
40	100	WET: Mean annual rainfall	5	20
28	95 – 100			

20	85 – 100
14	65 – 100
10	55 – 100
5	35 – 92
2	23 – 77
1	18 – 62
0.425	14 – 50
0.075	10 – 40

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

DRY: Mean annual rainfall	10	30
---------------------------	----	----

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

The Engineer shall approve quarries and the extent of their exploitation. The possible quarries shall be shown to the Contractor prior to commencement of the Works. The Contractor shall be responsible for the acquisition of the quarry rights and shall conduct respective negotiations with landowners and affected communities.

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

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

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

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

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

The material shall be graded toward the centre of the road starting from both edges until the specified camber is achieved. Suitable material from the side drains may be used as

additional material. Any further material needed to achieve the correct camber shall be from an approved source.

No grading shall be carried out in dry conditions.

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

Work Method: **MB**

Quality Control

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

11.1

Measurement Unit: m^2

11.2

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.

11.3 10-60-001: Provide Gravel Wearing Course (Excavation, Free haul, spreading and Compaction of Gravel)

Excavation of Gravel

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

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

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

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

11.3.1.1.1.1.1.1

11.3.1.1.1.1.1.2 Work Method: **LB or MB**

11.3.1.2 Quality Control:

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

Free haul, spreading and Compaction of Gravel

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

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

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

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

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

11.3.1.2.1 Work Method: **LB-MB**

11.3.1.2.2 Quality Control:

- The gravel surface width shall be checked at 100m intervals and shall have a tolerance of $\pm 50\text{mm}$
- Trial holes shall be dug as directed by the Engineer to check the gravel thickness and shall have a tolerance of $+ 5\text{mm} / - 0\text{mm}$

- The camber 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, tolerance of ± 10 mm.
- Compaction shall show no movement of material under the roller, minimum of 6 passes.
- Compaction test standard shall be 95% MDD (AASHTO T180)

Measurement Unit: m^3

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

Payment

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

Section 4: Bill of Quantities

PREAMBLE TO BILLS OF QUANTITIES

1. The Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the instructions to Tenderers and these documents.
2. The prices and rates to be inserted in the Bill of Quantities are to be the full, inclusive value of the work described under the several items including all costs and expenses which may be required in and for the execution of the work described and for the Contractor's overheads and profits.
3. Each item in the B/Q contains only a brief description of the proposed work. Fuller details and directions of the work to be done, the materials to be used, the standards of workmanship, methods of measurement and payment are to be found in the various sections of the Specifications.
4. The Quantities set forth in the Bill of Quantities are estimated and representing substantially the work to be carried out. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bills of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfillment of his obligation under the Contract.
5. Daywork items shall be expended in whole or in part at the discretion of the Employer.

BILL No. 1: General Preliminaries

ITEM	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1.01	Allow a Provisional Sum Kshs. 200,000.00 to the Resident Engineer survey equipment and signage	PC SUM	1.00		
1.02	E.O item 1.01 for Contractors profits and overheads	%	1		
1.03	Allow a provisional sum of Kshs 500,000 for the resident engineer's Miscellaneous account to be spent in whole or part as directed by the resident Engineer against receipts	PC SUM	1		
1.04	E.O item 1.03 for Contractors profits and overheads	%	1		
1.05	Allow a Provisional Sum kshs. 80,000 for material testing services and other laboratory services	PC SUM	1		
1.06	E.O item 1.05 for Contractors profits and overheads	%	1		
1.07	Allow a provisional sum of Kshs. 200,000.00 Gender sensitization and awareness raising meetings & workshops, Gender management plan and gender sensitive monitoring and reporting	PC SUM	1		
1.08	E.O item 1.07 for Contractors profits and overheads	%	1		
1.09	Allow for Prime Cost of KShs 800,000.00 for relocation of services, removal of structures, fences and other obstructions.	PC	1		
1.1	E.O item 1.09 for Contractors profits and overheads	%	1		
1.2	Allow a provisional of kshs. 150,000.00 Information, education and consultation campaigns including regular distribution of condoms to the work force Provide, maintain and operate STI and HIV/AIDS clinic or make alternative arrangements with existing local clinic and covid - 19	PC	1		
C/Forward to Bill Summary					

BILL No. 4: SITE CLEARANCE AND TOP SOIL STRIPPING

ITEM	DESCRIPTION	UNIT	QUANTIT Y	RATE (Kshs)	AMOUNT (Kshs)
4.01	Clear site on road reserve including removal of trees,hedges, bushes, and other vegetation or deteriorious organic material , grub up roots in accordance with the specifications	SM	8000.00		
4.02	Remove upto 0.2m top soil including removal of all grass, transport to spoil and spread or stockpile for re-use as directed by the Engineer	CM	1440		
C/Forward to Bill Summary					

BILL 08: (CONCRETE WORKS)

ITEM	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1.01	supply all material necessary and cost stone pitching around all drain pipes as shall be instructed by the Engineer or his representative	SM	800		
1.02	provide Precast concrete block pedestrian crossing (class 25/20 concrete drain slabs /covers with adquate reinforcement of size 1200 x 2000) (size to be specified) as shall be directed and in line with the specification	NO	50		
1.03	prepare and excavate along the edges of carriageway and drainage and cast insitu concrete class 15/20 as the footing of the kerbstone as shall be be directed by the Engineer	M	4200		
1.04	provide and lay kerbstone of standard size as shown in the drawing	M	4200		
1.05	prepare and provides approved materail as backing to the walkways to receive kerbstones	SM	4400		
1.06	Provide and lay 60mm thick concrete paving blocks (cabro)for sidewalkway as shall be directed by the Engineer	SM	4400		
C/Forward to Bill Summary					

