



KENYA RURAL ROADS AUTHORITY BUSIA REGION

ROUTINE MAINTENANCE & SPOT IMPROVEMENT OF: - RAKITE-LULIBA (Eg015) BUTULA CONSTITUENCY

TENDER No. KeRRA/011/BSA/39/18/19-001

10% RMLF by Minister – FINANCIAL YEAR 2018/2019

BID DOCUMENT:

INVITATION TO BID

FORM OF BID

APPENDIX TO FORM OF BID

INSTRUCTIONS TO BIDDERS

CONDITIONS OF CONTRACT

SCHEDULES OF SUPPLEMENTARY INFORMATION

FORM OF AGREEMENT

SPECIFICATIONS

BILLS OF QUANTITIES

February, 2019

REGIONAL MANAGER,
KENYA RURAL ROADS AUTHORITY,
BUSIA REGION,
P.O. BOX 470-50400,
BUSIA (KENYA)

DIRECTOR GENERAL,
KENYA RURAL ROADS AUTHORITY,
P.O. Box 48151-00100,
NAIROBI.

TENDER NOTICE

7th February, 2019

INVITATION FOR MAINTENANCE OF ROADS UNDER 10% CS ALLOCATION FOR FINANCIAL YEARS 2018 / 2019

TENDER NUMBER: KeRRA/011/BSA/39/18/19-/001

1. The Government of the Republic of Kenya through the Ministry of Transport, Infrastructure, Housing and Urban Development represented by Kenya Rural Roads Authority (KeRRA), a State Corporation established under the Kenya Roads Act, 2007 (*hereinafter referred to as 'the Authority'*), with the responsibility for the management, development, rehabilitation and maintenance of rural roads.
2. The Authority seeks to procure eligible construction companies registered with the National Construction Authority (NCA) for the Routine Maintenance and Spot Improvement of Rakite – Luliba (Road E9015) in Busia Region.
3. Mandatory Pre-Bid Site Visits for the Project shall be held on Thursday 13th February, 2019. **NOTE: Every Bidder shall be represented by one person from the company authorizing them to represent the company in the pre-tender site visit.**
4. Interested bidders can access the following information from our website www.kerra.go.ke:-
5. Scope of Work: The scope of works shall be as described in the tender document.
6. Qualification for Tendering: Mandatory Requirements
The following **CLEAR** documents copies must be submitted together with bid:
 - a) Certificate of incorporation / Business Registration certificate
 - b) Registration certificate for National Construction Authority (NCA) in category NCA 5,6 & 7 and valid practising licence (verified on the NCA Checker)
 - c) Valid Tax Compliance Certificate (verified on the KRA TCC Checker)
 - d) PIN/VAT Certificate
 - e) Current Single business permit
 - f) Pages shall be sequentially serialised
 - g) Proof of having a bank account in the name of the bidder (Letter from the bank or bank statement)
 - h) Valid Certificate of Registration for access to government procurement opportunities from the National treasury Persons Living with Disability Category – **Small Works and Engineering**, CR 12 for 12 months and copies of IDs or National passport of ALL directors.
7. Completed documents shall be submitted to the Authority in plain sealed envelopes and clearly marked with the description: **"Tender for (Road Project Name), Tender Number:"** as the case may be, and addressed to:
Regional Manager
Kenya Rural Roads Authority
Busia Region
P.O. Box 470 – 50400
BUSIA (K)
Or deposited in the Tender Box located Block "A" Entrance on or before **21st February, 2019 at 11.00 am**. Opening of the Bids will take place immediately thereafter at the Authority's Board Room in the presence of Tenderer's or their Representatives who wish to attend.
8. Interested bidders may also obtain further information from the Procurement Department of the Authority at the address below during official working hours from 0800 to 1700 hours (local time), Mondays to Fridays:

REGIONAL MANAGER, BUSIA REGION
KENYA RURAL ROADS AUTHORITY

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SECTION 1: FORM OF BID

FORM OF BID

Pursuant to Sub-Clause 3.1 of the Conditions of Tender and Instruction to Tenderers,
all Tenderers shall fill the attached Form of Bid

FORM OF BID

TO: Regional Manager,
Kenya Rural Roads Authority,
Busia Region,
P.O Box 470- 50400,
Busia (Kenya).

[Date].....

Routine Maintenance & Spot Improvement of Rakite-Luliba (Eg015)
Tender No. KeRRA/011/BSA/39/18/19-001

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 for Ninety (90) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before 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.
6. On the basis of our previous experience we are fully experienced and competent in the type of work included in this Bid and we have adequate financial resources to carry out the works described within the period of completion. We are in a position to fulfil the contract for which we have bided.

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: _____

SECTION 2: APPENDIX TO FORM OF BID

APPENDIX TO FORM OF BID

(This Appendix forms part of the Bid).

Item	Sub-clause	Data
Bid Security (Bank Guarantee or Insurance Bond from Insurance Companies approved by Public Procurement Oversight Authority)	ITB	None
Time for Completion	1.1.9	Twelve (12) Weeks
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 • the Letter of Acceptance • the Form of Tender and Appendix • the Conditions of Contract, Part II - Conditions of Particular Application • the Conditions of Contract, Part I - General Conditions of Contract • the Specifications • the Drawings (<i>Available to any bidder and attached to contract documents</i>), • 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
Name of Employer	3.1	The Director General, Kenya Rural Roads Authority, P. O. Box 48151 - 00100 NAIROBI
Name and Address of Employer's Representative	3.2	The Regional Manager, Kenya Rural Roads Authority, Busia Region, P. O. Box 470-50400, Busia (Kenya)
Penalty to the Contractor for Employer paying workers on his behalf	4.1.7	10% of the amount paid to the workers.
Amount of Performance Security	4.4	None
Period for commencement, from Engineer's order to commence	7.1	14 days
Programme Time of Submission	7.2	Not later than 14 (fourteen) days after Commencement Date, use attached Form (tentative work programme)
Liquidated Damages Amount payable due to failure to complete	7.4	0.01% of Contract Price per Day to a limit of 1% of Contract Price.
Defects liability period	9.1	None
Period of notifying defects	9.1 and 11.5	7 days calculated from the date stated in the notice under sub clause 8.2

Routine Maintenance & Spot Improvement of Rakite-Luliba (Eg015)

Item	Sub-clause	Data
Valuation of Works	11.1.3	Re-measurements with Bills of Quantities
Minimum Amount of Interim Payment	11.2.1	KShs. 500,000 (Five hundred thousand Kenya shillings only)
Percentage of Retention	11.4 and 11.5	N/A
Time within which payments to be made after interim payment certificate has been signed by Engineer	11.7	30 days
Time within which payments to be made after final payment certificate has been signed by Engineer	11.7	45 days
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	Not 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. Minimum amount of third-party insurance is KShs. 500,000.00
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. Regional Headquarters, Busia (K)

Signature of Bidder..... Date

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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 and a valid practising licence with National Construction Authority (variable via NCA website)
 - (b) Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA) (variable via KRA website)
 - (c) Address of the Principal place of Business (Attach Business permit)
 - (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 Tenderers prequalified in accordance with to the conditions of the Invitation for Bids 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.
- 1.6 The Engineers Estimate is KShs. 5,600,003.24

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 (same available to bidders at any time)
 - (i) Instructions to Tenderers
 - (ii) Form of Tender
 - (iii) Conditions of Contract and Appendix to Conditions of Contract
 - (iv) Specifications
 - (v) Bills of Quantities/Schedule of Rates (whichever is applicable)
 - (vi) 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 **This tender is reserved for Persons with Disability (PwD) Category.**
- 3.3 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.
- 3.4 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.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 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.
- 3.7 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.
- 3.8 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. Modification, Substitution and Withdrawal of Bids

- 5.1 The bidder may modify, substitute or withdraw his bid after bid submission, provided that written notice of modification or withdrawal is received by the Employer prior to the prescribed deadline for submission of bids.

- 5.2 The bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

- 5.3 No bid may be modified subsequent to the deadline for submission of bids, except in accordance with Sub-Clause 6.5.

- 5.4 Any withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified in Clause 3.5 may result in the forfeiture of the bid security pursuant to Sub-Clause 9.

6. Tender Opening

- 6.1 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.

- 6.2 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.

7. Tender Evaluation

- 7.1 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.

- 7.2 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.

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

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

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

7.5 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.

8. Award of Contract

8.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated Tender Price.

8.2 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.

8.3 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.

8.4 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.

9. Corrupt Practices

- 9.1 The Government requires that the bidders, suppliers, sub-contractors and supervisors observe the highest standard of ethics during the procurement and execution of such contracts in this pursuit of this policy, the government;
- 9.2 Defines for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution, and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competition
- 9.3 Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract, and
- 9.4 Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a government contract if it at any times determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract.

10. No Alternative Offers

- 10.1 The bidder shall submit one offer, which complies fully with the requirements of the bidding documents.
- 10.2 The bid submitted shall be solely on behalf of the bidder. A bidder who submits or participates in more than one bid will be disqualified.
- 10.3 A price or rate shall be entered in indelible ink against every item in the Bills of Quantities with the exception of items which already have Prime Cost or Provisional sums affixed thereto. The bidders are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply will be disqualified.

11. Performance Security

- 11.1 No Performance Security shall be required

12. Contract Effectiveness

- 12.1 The Contract will be effective only upon signature of the Agreement between the Contractor and the Employer.

13. Evaluation and Comparison of Bids

- 13.1 The Employer will carry out evaluation of details and information provided in Qualification Questionnaire and Instruction to Bidders and any bidder who does not qualify shall not have his/her bid evaluated further.
- 13.2 The Employer will then evaluate and compare only the bids determined to be substantially responsive.
- 13.3 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 13.4 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

CHECKLIST FOR TENDER COMPLETENESS AND RESPONSIVENESS

S/No	Completeness and Responsiveness Criteria	References	Requirement
1.	Form of Bid	Tender Document	<ul style="list-style-type: none"> Amount must be indicated Properly filled and Form properly signed
2.	Appendix to Form of bid	Tender Document	<ul style="list-style-type: none"> Form properly signed
3.	Confidential Business Questionnaire	Tender Document	<ul style="list-style-type: none"> Properly filled and signed Provide all required information
4.	Form of Power of Attorney	Standard Forms	<ul style="list-style-type: none"> Properly filled and signed
5.	Tax Compliance Certificate	Employer's notice	<ul style="list-style-type: none"> Copy of Valid certificate
6.	Registration with National Construction Authority	Employer's notice	<ul style="list-style-type: none"> Category: Class 5-7 Copy of Valid certificates (1.2 {a})
7.	Certificate of Incorporation	Employer's notice	<ul style="list-style-type: none"> Copy of certificates
8.	Priced Bill of Quantities	Tender Document	<ul style="list-style-type: none"> Fill all rates, prices and amounts Any Alterations SHALL be counter-signed
9.	Eligibility	Tender Document	<ul style="list-style-type: none"> Provide copies of National Identification card or Passport Copy of Form CR12 Copy of valid Certificate of Registration for access to government procurement opportunities from the National treasury for 30% Category (PwD) – Small Works and Engineering.
10.	Conflict of interest	Tender Document	<ul style="list-style-type: none"> To tick state explicitly
11.	Anti-Corruption & Anti Fraudulent	Tender Document	<ul style="list-style-type: none"> Properly filled and signed
12.	Debarment	Tender Document	<ul style="list-style-type: none"> Properly filled and signed
13.	Certificate of Tenderers Visit to Site	Tender Notice	<ul style="list-style-type: none"> Attend pre-bid meeting/visit Bidders to sign attendance register Certificate must be signed by the Employer's Representative
14.	Schedule of Supplementary Information		<ul style="list-style-type: none"> Properly filled and signed
15.	Single Business Permit	Tender Notice	<ul style="list-style-type: none"> Copy of current single business permit
16.	Other attachments	Tender Document	<ul style="list-style-type: none"> Address of the Principal place of Business (Attach Current Business permit) Authority to seek references from Tenderer's Bankers Authority for person signing the Tender

N/B Serialization; All pages of tender document submitted shall be sequentially serialized.

SECTION 4: CONDITIONS OF CONTRACT

SECTION 4A: CONDITIONS OF CONTRACT PART I (GENERAL CONDITIONS OF CONTRACT)

SECTION 4B: CONDITIONS OF CONTRACT PART II (CONDITIONS OF PARTICULAR APPLICATION)

SECTION 5: SCHEDULE OF SUPPLEMENTARY INFORMATION

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SCHEDULE 1: CONFIDENTIAL BUSINESS QUESTIONNAIRE

SCHEDULE 2: FORM OF WRITTEN POWER OF ATTORNEY

SCHEDULE 3: ANTI-CORRUPTION DECLARATION AND ANTI-FRAUDULENT PRACTICE DECLARATION

SCHEDULE 4: NON - DEBARMENT DECLARATION

SCHEDULE 1: CONFIDENTIAL BUSINESS QUESTIONNAIRE

This Confidential Business Questionnaire of the Government of Kenya shall be completed by the Bidder.
REPUBLIC OF KENYA

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 - General:

Business name

Location of business premises

Plot No. Street/Road

Postal Address..... Tel No.

Nature of business

Current Trade Licence No. Expiring date

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

Kshs.....

Name of your bankers..... Branch.....

Are you an agent of the Kenya National Trading Corporation? YES/NO

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:

Name	Nationality	Citizenship Details*	Shares
.....
.....
.....
.....

Part 2(c) - Registered Company:

Private or public

State the nominal and issued capital of the company-

Nominal Kshs. Issued Kshs.

Give details of all directors as follows:

Name	Nationality	Citizenship Details*	Shares
.....
.....
.....
.....

Part 2(d)- Interest in the Firm:

Is there any person / persons in the Kenya Rural Roads Authority who has interest in this firm? Yes /No**

.....

.Date Signature of Bidder

- Attach proof of citizenship (Compulsory)/CR12 ** Delete as necessary

SCHEDULE 2: 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 consisting of a joint venture.

SCHEDULE 3: ANTI-CORRUPTION DECLARATION AND ANTI-FRAUDULENT PRACTICE DECLARATION

ANTI-CORRUPTION DECLARATION

(Sections 39, 40,41,42,43 & of the PP&AD Act, 2015)

I/We/Messrs.....

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

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

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

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

NameSignature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

I/We/Messrs.....

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

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

NameSignature.....Date

Company Seal / Business Stamp

SCHEDULE 4: NON-DEBARMENT DECLARATION

NON - DEBARMENT DECLARATION

I/We/Messrs.....

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

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

NameSignature.....Date

Company Seal / Business Stamp

SECTION 6: FORM OF AGREEMENT

FORM OF AGREEMENT

This **AGREEMENT** is made on theday of, 20..... between the Government of Kenya, represented by **The Director General Kenya Rural Roads Authority of P.O Box 48151-00100, Nairobi** through his representative, **The Regional Manager, Busia Region of P.O. Box 470, Busia, (Kenya)** (Hereinafter called the Employer) on the one part and M/s.....

Hereinafter called the Contractor) of P.O. Box of the other part.

WHEREAS the Employer is desirous of Rehabilitating and Improving the section **Rakite-Luliba (Eg015)** Road from Kmto (Section of the road) and has accepted a Tender by the Contractor to execute the Improvement/Rehabilitation Works on the road sections as defined,

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
2. The following documents form part of this Agreement, viz:
 - (a) Letter of Acceptance;
 - (b) Form of Tender
 - (c) Appendix to the Form of Tender
 - (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 payments 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 **Busia, Kenya**

Signed and dated for and on behalf of the Employer

..... Date:

(Regional Manager, Kenya Rural Roads Authority, Busia Region)

For and on Behalf of the said Employer

In the Presence of: Regional Procurement Office

.....
(Name)	(Signature)	(Date)

Signed for and on behalf of the
Contractor M/s

.....
(Name of the Director)	(Signature)	(Date)

In the Presence of (Name of Witness)

P.O. Box
(Address)	(Signature)	(Date)

SECTION 7: SPECIFICATIONS

BILL 04:	SITE CLEARANCE	- 31 -
04-50-003	Bush Clearing (Heavy)	- 31 -
04-50-004	Bush Clearing (Light)	- 32 -
BILL 08:	CULVERT AND DRAINAGE WORKS	- 33 -
08-50-005:	Ditch/Mitre Drains/Catch water Drains.....	- 33 -
08-60-021/029	Supply and Installation of Concrete Pipe Culverts	- 33 -
08-60-025	600 mm surrounds	- 33 -
08-70-015	Stone Check Dams	- 34 -
BILL 10:	GRADING AND GRAVELLING	- 36 -
10-50-003:	Carriageway Grading - Light Grading	- 37 -
10-60-001:	Provide Gravel Wearing Course	- 38 -
SECTION 8:	BILLS OF QUANTITIES	- 40 -

BILL 04: SITE CLEARANCE

Scope

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

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

Table 4.1: Site Clearing Widths

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

04-50-003 Bush Clearing (Heavy)

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

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

Work Method: LB or MB

Quality Control

The Engineer shall check the cleared widths at 50 metre intervals

Measurement Unit: m²

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

Payment:

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

04-50-004 Bush Clearing (Light)

The Contractor shall clear all vegetation including small trees, and shrubs with their root systems. Grasses and any undergrowth shall be cut to a height of not more than 100mm. The cleared material shall be collected and disposed of away from the side drains and in a manner that causes no visibility obstruction to traffic.

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

Work Method: LB or MB

Quality Control

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

Measurement Unit: m²

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

Payment:

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

BILL o8: 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

o8-50-005: Ditch/Mitre Drains/Catch water Drains

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

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

Work Method: **LB, MB, LB-MB**

Quality Control

- The longitudinal profile shall have a gradient of maximum 4%.
- The dimensions of the drains shall have maximum tolerances of $\pm 20\text{mm}$
- The location of the drains shall be approved by the Engineer.

Measurement Unit: **m³**

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

Payment

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

o8-60-021/029 Supply and Installation of Concrete Pipe Culverts

o8-60-025 600 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**

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.

o8-70-015 Stone Check Dams

The Contractor shall construct check dams in erosion gullies to the dimensions and details shown on Drawing C9e and/or as directed by the Engineer.

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

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

The dam checks shall be constructed such that the top of the dam is lower than the level of the adjacent land to leave sufficient channel for water flow, the crest of the check dam is parabolic in shape forming the spillway and it is keyed into the excavation of the gully floor and into the sides of the gully. The gully floor below the check dam must be protected from erosion by an apron with parabolic shape protecting the sides of the channel. The posts must be hammered into the ground to a depth equal to the post height above the ground or a minimum of 0.6 m.

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

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

Work Method: **LB**

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

Quality Control

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

Measurement Unit: No

The measurement shall be the number of check dams constructed

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

BILL 10: GRADING AND GRAVELLING

Scope:

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

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

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

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

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

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

Table 10.1: Requirement for Gravel Wearing Course

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

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

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

BEARING STRENGTH REQUIREMENTS		
Traffic Commercial VPD	CBR	DCP Equivale mm/Blo
>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- 003: Carriageway Grading - Light Grading

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

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

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

No grading shall be carried out in dry conditions.

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

Work Method: **MB**

Quality Control

- The width of the carriageway shall be checked at every 50m intervals and have a tolerance of +50mm or -20mm
- The camber shall be checked with a camber board at 25m intervals and shall have a tolerance of $\pm 1\%$
- Longitudinal levels shall be checked with a straight edge of minimum 2.7 m length. Maximum tolerance of ± 10 mm.

Measurement Unit: m²

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

Payment

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

10-60-001: Provide Gravel Wearing Course

Excavation of Gravel

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

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

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

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

Work Method: **LB or MB**

Quality Control:

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

Free haul, 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.

Work Method: **LB-MB**

Quality Control:

- The gravel surface width shall be checked at 100m intervals and shall have a tolerance of $\pm 50\text{mm}$
- Trial holes shall be dug as directed by the Engineer to check the gravel thickness and shall have a tolerance of $+ 5\text{mm} / - 0\text{mm}$
- The camber shall be checked at 50m intervals and the maximum tolerance shall be $\pm 1\%$
- The longitudinal profile shall be checked after the compaction of each load to ensure a smooth surface with no corrugations or depressions, tolerance of $\pm 10\text{mm}$.
- Compaction shall show no movement of material under the roller, minimum of 6 passes.
- Compaction test standard shall be 95% MDD (AASHTO T180)

Measurement Unit: 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 8: BILLS OF QUANTITIES

BILLS OF QUANTITIES

1 Preamble to Bills of Quantities

1. These Bills of Quantities form part of the contract document and are to be read in conjunction with the instructions to tenderers, conditions of contract, technical specification and drawings.
2. The quantities set forth in the Bills of quantities are intended to represent the character of the work to be carried out. There is no guarantee to the contractor that he will be required to carry out the quantities of work indicated under any one particular item of group or items in the Bills of quantities, though on the contract as a whole, the quantities are believed to represent the overall value of the works to be carried out.
3. The prices and rates inserted in the Bills of quantities are to the full inclusive costs of the works described under the items, complete in place and in accordance with the specifications, including costs and expenses which may be required in and for the construction of the works described, together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the document is based. The prices and rates inserted in the Bill of Quantities will be used for valuing the work executed in accordance with this contract.
4. A price unit rate shall be inserted in ink and in Kenya Shillings against each item in the Bills Quantities, whether the Quantities are stated or not. **If a Tenderer omits to insert a price or unit rate for any item the tender may be disqualified.**
5. No alteration shall be made to the Bills of Quantities and no extra item shall be inserted. The Tenderer shall satisfy himself that the contract sum arrived at by pricing the Quantities and items given is sufficient compensation for constructing and maintaining the whole of the works in accordance with these contract documents. Any alteration to the Bills of quantities shall automatically disqualify the Tenderer.
6. Any costs, which may be incurred by the contractor in discharging his obligations under the contract, and for which no separate specific items are provided in the Bills of quantities, shall be deemed to have been distributed throughout the Contractor's rates and prices in the Bills of Quantities.

Road Code: Ego15

Tender No: KeRRA/11/BSA/39/18/19-001

Section Name: Rakite-Luliba

Engineer's Estimate KShs. 5,600,003.24

[illegible]

Road Code: E9015

Tender No: KeRRA/11/BSA/39/18/19-001

Section Name: Rakite-Luliba

Engineer's Estimate KShs. 5,600,003.24

Bill of Quantities					Page: 2
Bill No.8	CULVERT AND DRAINAGE WORKS				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate (KShs)	Amount KShs
o8-50-005	Ditch/Mitre drain/Catch water drain excavation	M²	100		
o8-60-025	Culvert Installation 600 mm with surround	MT	16		
o8-70-015	Stone Check dams	MT	20		
	Total Carried Forward to Summary:				

Road Code:E9015

Tender No: KeRRA/11/BSA/39/18/19-001

Section Name: Rakite-Luliba

Engineer's Estimate KShs. 5,600,003.24

[illegible]

Road

Code Ego15

Tender No: KeRRA/11/BSA/39/18/19-001

Section Name: Rakite-Luliba

Engineer's Estimate KShs. 2,321,392.00

Bill of Quantities		Page: 4
	Summary	Project:
Item No.	Description	Amount (KShs)
4	SITE CLEARANCE	
8	CULVERT AND DRAINAGE WORKS	
10	GRADING AND GRAVELLING WORKS	
	Sub Total	
	VAT @ 16 %	
	Total	
	Contingencies (@ 0 %)	
	Carried to page on the form of Tender	

SECTION 9: 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 for the

Routine Maintenance and Spot Improvement of Namabusi Beach -Bumarani (C672) Road.

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

Signed/Certified.....

(Employer's Representative)

.....

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

.....
(Designation)

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