



KENYA RURAL ROADS AUTHORITY

MERU REGION

ROUTINE MAINTENANCE/SPOT IMPROVEMENT

22% RMLF

IGEMBE CENTRAL

ROAD CODE: (L3 MAUA)

ROAD NAME: NJOUNE – MIORI - NTHARE

TENDER NUMBER: KeRRA/011 /MRU/39/045/2019-2020

RESERVATIONS: OPEN

The Engineer:

**DEPUTY DIRECTOR (ROADS),
KENYA RURAL ROADS AUTHORITY,
P.O. BOX 442-60200,
MERU.**

The Employer:

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

STANDARD TENDER DOCUMENT

FOR

NJOUNE – MIORI - NTHARE

(L3 MAUA)

PROCUREMENT OF WORKS

ROUTINE MAINTENANCE/SPOT IMPROVEMENT WORKS

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SECTION 1: INVITATION FOR TENDERS

Tender Reference No. KeRRA/011/MRU/39/045/2019/2020

Tender Name: Routine Maintenance/Spot Improvement of NJOUNE – MIORI - NTHARE) L3 MAUA

The Kenya Rural Roads Authority (Meru Region) invites sealed tenders for the construction of Routine Maintenance/Spot Improvement of NJOUNE – MIORI - NTHARE) L3 MAUA

Interested eligible candidates may obtain further information and inspect tender documents (and additional information) at the Procurement office during normal working hours.

- 1.1 A complete set of tender documents may be obtained by interested candidates by downloading from the KeRRA website: www.kerra.go.ke or Supplier Portal: supplier.treasury.go.ke free of charge
- 1.2 Prices quoted should be net inclusive of all government taxes, must be in Kenya shillings and shall remain valid for **120** days from the closing date of tender.
- 1.3 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 Regional Office (KeRRA Meru) or to be addressed to Deputy Director (Roads), KeRRA Meru Region, P.O. Box 442-60200 Meru, so as to be received on or before (day, date and time as specified in the tender notice).
- 1.4 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend.

For (Accounting Officer/Procuring Entity)

SECTION 2: FORM OF BID

FORM OF TENDER

**NAME OF CONTRACT: ROUTINE MAINTENANCE/SPOT IMPROVEMENT of (NJOUNE –
MIORI - NTHARE) L3 MAUA**

CONTRACT No. KERRA/011/MRU/39/045/2019-2020

TO: The Deputy Director (Roads)
Meru Region,
Kenya Rural Roads Authority,
P.O.BOX 442-60200,
MERU, Kenya.

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above Works, We, the undersigned offer to construct install and complete such Works and remedy any defects therein for the sum of Kshs.
_____ [Amount in figures]
Kshs. _____
_____ [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.
4. 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]

_____ [Address of Tenderer]

Witness: Name _____

Address _____

Signature _____

Date _____

SECTION 3: APPENDIX TO FORM OF BID

APPENDIX TO FORM OF BID**(This appendix forms part of the bid)**

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Bid Security (Bank Guarantee/ Insurance Approved by PPRA)		N/A
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	N/A
Program to be submitted	14.1	Not later than 7 (Seven) days after issuance of Order to Commence
Cash flow estimate to be submitted	14.3	Not later than 7 (seven) days after issuance of Order to Commence
Minimum amount of Third Party Insurance	23.2	NA
Period for commencement, from Engineer's (order to commence)	41.1	7 days
Time for completion.	43.1	3 months
Amount of liquidated damages.	47.2	0.002% of contract value per day
Limit of liquidated damages	47.2	10% of Contract Value
Defects Liability period		3 months
Percentage of Retention	60.3	10% on permanent structures
Limit of Retention Money	60.3	10% on permanent structures
Minimum amount of interim certificates	60.2	Ksh. 1,000,000.00
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60.10	30 days
Time within which payment to be made after Final Payment Certificate signed by Engineer	60.10	30 days
Amount of Advance	60.12	N/A
Advance Payment Security	60.12	N/A
Appointer of Arbitrator/Adjudicator	67.3	The Chartered Institute of Arbitrators (Kenya)
Notice to Employer and Engineer	68.2	The Director General, Kenya Rural Roads Authority, P.O.BOX 48151-00100, NAIROBI, KENYA The Engineer's address is: Deputy Director (Roads) Kenya Rural Roads Authority P.O.BOX 442- 60200 MERU, KENYA

Signature of Bidder Date

SECTION 4: FORM OF BID SECURITY

2. TENDER-SECURING DECLARATION FORM (Reserved Groups)

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

Date: [.....] of Bid Submission]

Tender No.: [.....]

To:

The Deputy Director (Roads),
Kenya Rural Roads Authority
P. O. Box 442-60200
MERU, KENYA.

I/We, the undersigned, declare that:

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

Signed.....

Capacity / title (director or partner or sole proprietor, etc.)

Name:

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on day of, [Insert date of signing]

Seal or stamp

SECTION 5: INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

1. General

1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.

1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:

1	Certificate of Incorporation/ Registration & Principle place of business.
2	Registration with National Construction Authority with “NCA category 6, 7, 8 & practicing license
3	PIN/VAT Registration.
4	Valid Tax Compliance Certificate.
5	Signed and stamped Power of Attorney.
6	Prequalification Certificate (Open Tender/Citizen)
7	Proof of pre-tender site visit (signed certificate)
8	Authority to seek reference from tender’s banker.
9	Current Litigation information.
10	Sworn Affidavit.
11	CR 12 Issued within the last 12 months & ID’s of Directors.
12	Signed and stamped Declaration form.
13	Dully filled Bill of Quantities (BOQ) stamped and initialized.
14	Dully filled & signed form of bid, confidential business & tender questionnaire.
15	Experience in similar works
16	Proof of Equipment Ownership/Lease Agreement.
17	Qualification & experience of key Technical Personnel (Attach CV and certificates)
18	Signed and stamped Appendix to form of bid
19	Dully filled Business/Tender questionnaire.
20	Dully filled Working capital turnover schedule.
21	Dully filled Environmental and social declaration.
22	Dully filled Completed works schedule.
23	Ongoing works contracts.
24	Work Methodology-Brief.
25	Dully filled Fraud and corruption.
26	Serialization of all pages of bid document by machine.
27	Audited books of Account
Additional For Special Group (Youth, Women & Persons With Disability-PWD)	
28	Registration Certificate with respective group.

29	Tender securing Declaration Form.
Sensitivity Analysis	
30	Bid prices for items should be reasonable or close to the engineers estimate.

Canvassing and/or any form of corrupt malpractice intended to influence the outcome of the whole or part of the process will lead to automatic disqualification irrespective of the procurement stage. Tenders that shall not fulfil all the above conditions will automatically be disqualified.

Tenders submitted after the **closing date and time** shall be disqualified and returned to bidder unopened. Bids to be received on or before the date/s provided and opening will take place immediately thereafter. Bidders or their representatives wishing to witness the opening may attend.

The Authority reserves the right to reject any tender without giving reason for rejection and does not bind itself to accept the lowest or any tender. Information relating to the examination, evaluation of applications and Recommendations for the successful candidate shall not be disclosed to applicants or any other persons not officially concerned with such process until approval to the successful applicant has been announced.

- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.6 Bidders however can download tender documents from our website: www.kerra.go.ke or Supplier Portal: supplier.treasury.go.ke, free of charge.
- 1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase

E1 The estimated budget for these works is three million, five hundred sixty two thousand shillings only (3,562,000.00).

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-
- (a) these instructions to Tenderers
 - (b) Form of Tender
 - (c) Conditions of Contract and Appendix to Form of Agreement
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities
 - (g) Other materials required to be filled 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 rejection of his tender.
- 2.3 A prospective Tenderer making inquiry of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering 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 tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following: -

- (a) The Tender;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities for lump-sum Contracts
 - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of **One Hundred Twenty (120)** days from the date of submission or according to Appendix to the form of tender. However, in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 The procuring entity shall reply to any clarifications sought by the tenderer within **7 days** of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1 The tender duly filled 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 Contract as defined in the invitation to tender; and
 - [c] Provide a warning 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 above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.
- Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4 Any tender received after the deadline for opening tenders 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 sub-clause 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 and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3 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 may result in the rejection of his tender.

- 5.4 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 will prevail; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
 - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 25% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

- 5.9 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.10 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum [hereinafter and in all Contract documents called the “Contract Price” which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.

6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.

6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

6.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.

7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION 6: QUALIFICATION CRITERIA

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
1. Eligibility				
1.1	Eligibility	Nationality in accordance with Confidential Business Questionnaire in the standard forms	Must meet requirement	Refer to standard form section 7
1.4	Incorporation & Registration	Pursuant to sub clause 1.2 the following shall be provided; - Certified Copy of Certificate of incorporation to show that the applicant is a registered company and legally authorised to do business in Kenya - Proof of registration with the National Construction Authority Category NCA 6, 7 and 8 for Road Works.	Must meet requirement	Refer to standard form section 7

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last Three (3) years prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the applicant have been exhausted.	Must meet requirement by itself or as party to past	
2.2	Pending Litigation	All pending litigation shall in total not represent more than fifty percent (50%) of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must meet requirement by itself or as party to past	Refer to standard form section 7
3.1	Financial Performance	Submission of audited balance sheets or if not required by the law of the applicant's country, other financial statements	Must meet requirement	Refer to standard form section 7

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
		acceptable to the Employer, for the last three [3] years to demonstrate: (a) the current soundness of the applicant's financial position and its prospective long term profitability, and (b) capacity to have a cash flow amount of min Kshs 2,000,000 (two million) equivalent working capital	(a) Must meet requirement (b) Must meet requirement	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of Kshs 4,000,000,00 (four million) calculated as total certified payments received for contracts in progress or completed, within the last three (3) years	Must meet requirement	Refer to standard form section 7
4.1	General Construction Experience	Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 2 years prior to the applications submission deadline	Must meet requirement	Refer to standard form section 7

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
4.2(a)	Specific Construction Experience	Participation as contractor, management contractor or subcontractor, in at least two (2) contracts within the last five (5) years, each with a value of at least Kshs. 1,000,000 (one million), that have been successfully and substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Scope of Works	Must meet requirement	Refer to standard form section 7
4.2(b)		b) For the above or other contracts executed during the period stipulated in 4.2(a) above, a minimum construction experience in at least two (2) of: - Routine maintenance - Spot improvement &	Must meet requirements	Refer to standard form section 7

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
		rehabilitation works.		
4.3	Work Methodology	Submission of a brief work methodology	Should demonstrate understanding of the scope of works and other general requirements	Refer to standard form section 7
5. Equipment Holding				
5.1	Minimum number of Equipment	The bidder must indicate and provide proof of ownership or leasing of different core plant/equipment necessary for undertaking the project to completion within the completion time.	Must meet the requirement	Refer to standard form section 7
6. Current Commitment				
6.1	On-going contracts	The total value of current works on the on-going contracts must not exceed Kshs. 3	Must meet requirements	

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
		million.		
7. Site Staff				
1	Site Agent	The site staff shall posse's minimum levels set below; Qualification = Dip in Civil Eng. General Experience = 10 yrs. Specific Experience = 7 yrs	Site agent and senior foreman are mandatory	Refer to guideline notes
2	Foremen (2 N0.)	Qualification = Dip in Civil Eng. General Experience =6 yrs Specific Experience =4 yrs		

SECTION 7: CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender [where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Letter of Acceptance.

“Days” are calendar days; **“Months”** are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions

of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Employer” Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“A Sub-contractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities

3. Employer's Representative's Decisions

- 3.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

- 4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.
- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6 Work Program and Sub-contracting

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.

7.2 The Contractor shall allow the Employer's Representative and any other person authorized by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9 Extension of Completion Date

9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-(a) force majeure,
or

(b) reason of any exceptionally adverse weather conditions, or

(c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or

(d) reason of the Employer's Representative's instructions issued under these Conditions, or

(e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

(f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or

- (g) Reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) Reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) Delay in receiving possession of or access to the Site.

10 Management Meetings

- 10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 10.2 Communication between parties shall be effective only when in writing.

11 Defects

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor? However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins

at Completion, and is defined in the Appendix to Form of Agreement.

- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities

- 12.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities, the rate in the Bill of Quantities shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Bill of Quantities.
- (i) Advance paymentN/A
 - (ii) First stageNA.....Culvert works and grading
 - (iii) Second stageNA.....Gravel works
 - (iv) Third stage (define stage)N/A
 - (v) After defects liability period.
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.
- 14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.

- (d) The Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment upon Termination

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for

Showing or forbearing to show favor or disfavor to any person in relation to this or any other contract with the Employer.

- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

- 21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

Name and Address of Engineer's Representative	Constituency Roads Officer IGEMBE CENTRAL CONSTITUENCY (Meru Region)
Penalty to the Contractor for Employer paying workers on his behalf	10% of the amount paid to the workers.
Performance Security	(Refer to guideline Notes)
Amount	0.001% of sum stated as the Contract Price
Form	Bank Guarantee or Insurance Bond issued by PPRA approved insurance companies
Requirements of Contractors Design	N/A
Programme ⇒ Time of Submission	Within 7days of Commencement Date
⇒ Form of Programme	Bar Chart
⇒ Interval Updates	As requested by the Deputy Director Roads
Liquidated Damages Amount payable due to failure to complete	0.01% of Contract Price per Day to a limit of 1% of Contract Price.
Defects Liability Period	N/A
Period of notifying defects	N/A
Percentage of Retention	N/A
Bid Security Amount	N/A
Valuation of Works	Re-measurements with Bills of Quantities
Repayment Schedule for Advance Payment	-. N/A
Minimum Amount of Interim Payment	N/A
Currency of Payment	Kenya Shilling
Rate of Interest	Simple Interest at a rate of 2% above mean base lending rate as issued by the Central Bank of Kenya.
Insurance	Required

Arbitration	
⇒ Rules	CAP 49 of the Laws of Kenya
⇒ Appointing Authority	Chairman Chartered Institute of Arbitrators, Kenya Branch.
Place of Arbitration	Kenya Rural Roads Authority, Headquarters
⇒	

SECTION 9: STANDARD FORMS

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SCHEDULE1: CONFIDENTIAL BUSINESS QUESTIONNAIRE

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part1 and either Part2 (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.

Part1- General:

Business name

.....

Location of business premises

.....

PlotNo.....Street/Road.....

.....PostalAddress.....TelNo.....

Nature of business

Current Trade License No.....Expiring

date.....Maximum value of business which you can handle

at any one time:

Kshs.....

Name of your bankers.....

Branch.....

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
1.....			
2.....			
3.....			
4.....			

Part2(c) - Registered Company:

Private or

public.....State

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		
1.....		
2.....		
3.....		
4.....		
5.....		

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)
**Delete as necessary

SCHEDULE2: FORM OF WRITTENPOWEROF 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.

SCHEDULE3: 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 organized inspection visit of the site of the works for the
Spot Improvement of

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

Held onday of20.....

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.

SCHEDULE5: KEY PERSONNEL

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE		
			Qualifications	General Experience (Yrs)	Relevant Experience (Yrs)
Headquarters Partner/Director or other key staff (give designation)					
Site Agent Foremen 2 No Other Key Staff (i) (ii) (iii) (iv) (v) (vi) (vii)					

Note: The Bidder shall list in this schedule the key personnel he will employ from the Contractor's headquarters and from the Contractor's site office to direct and execute the work together with their qualifications, experience, position held and nationality in accordance 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 Academic certificates and CVs of all key staff.

I certify that the above information is correct.

.....
(Signature of Bidder)

.....

(Date)

**SCHEDULE6: SCHEDULE OF WORKS CARRIED OUT BY THE
BIDDER IN THE LAST TWO YEARS**

DESCRIPTION OF WORKS	NAME AND ADDRESS OF CLIENT	VALUE OF WORKS (KSHS)*	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 me (the 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.**

SCHEDULE7: SCHEDULE OF ONGOING PROJECTS

DESCRIPT ION OF WORKS	NAME AND ADDRESS OF CLIENT	DATE OF COMMENCE MENT	DATE OF COMPLE TION	VALUE OF WOR KS (KSH)	VALUE COMPLE TED UP TO DATE %	PHYSICA LLY COMPLE TED UPTODAT E %

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

.....
(Signature of Bidder)

.....
(Date)

SCHEDULE8: SCHEDULEOF LOCALLABOUR BASIC RATES

The rates inserted in this schedule will be those used in determining changes in cost of local labor as provided in Clause 70.1 of the Conditions of Contract Part2.

LABOUR CATEGORY	MONTH/SHIFT/HOUR	UNIT	RATESHS

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

I certify that the above information is correct.

.....
Date

.....
Signature of Bidder

SCHEDULE9: FINANCIAL STANDING

1 Submit copies of audited profit and loss statements and balance sheet for the last three 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 three (3) financial years. Quote in millions and decimal thereof.

	Year 2016	Year 2017	Year 2018
	Kshs	Kshs.	Kshs.
Roadwork's			
Other Civil Engineering Works			
Other (specify)			
Total			

SUMMARY OF ASSETS AND LIABILITIES OF THEAUDITED FINANCIAL STATEMENTS OF THE LAST THRE (3) FINANCIAL YEARS

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

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

SCHEDULE10: OTHERSUPPLEMENTARY INFORMATION

1. Financial reports for the last three 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 OFDISPUTE	AMOUNT INVOLVED (KSHS)

I certify that the above information is correct.

.....
Date

.....
Signature of Bidder

SCHEDULE11: WORK METHODOLOGY

Give a brief description of how you intend to carry out the work including traffic management, quality assurance of works and any designs to be carried out by the Bidder not less than five (5) pages and not exceeding fifteen (15) pages.

SCHEDULE12: PROPOSED APPROPRIATE EQUIPMENT.

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

Item No.	Equipment Details	Minimum Number Required.	No of Equipment Owned by the Bidder.	No. of equipment to be hired.
1	Pedestrian Roller – Man walk behind	1		
2	Double drum vibrating pedestrian roller(3Tons)	-		
3	Self-propelled single drum vibrating (10Tons)	-		
4	Mobile concrete mixers	-		
5	Excavator/loader	-		
6	Concrete vibrators	-		
7	Tippers payload 7 – 10 tonnes	2		
8	Flat bed lorries	-		
9	Water tankers (10,000 litres capacity)	1		
10	Grader -140H	1		

The Bidder must attach certified copies of log books or lease agreement of the following

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

SECTION 10: FORM OF AGREEMENT

FORM OF AGREEMENT:

THIS AGREEMENT is made on the day of 20.....between **the Director General, Kenya Rural Roads Authority of P.O.BOX 48151–00100, Nairobi, Kenya represented by Deputy Director Roads, Meru** hereinafter called "**the Employer**" of the one part and

.....here in after called "**the Contractor**" of the other part.

WHEREAS the Employer is desirous that certain works should be executed, viz.

IMPROVEMENT OF

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

and has accepted a Bid by the Contractor for the execution, completion and maintenance of such works **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 here in after referred to. The following document hall be deemed to form and be read and construed as part of this Agreement, viz.:

- The said BID dated
- The Conditions of Contract
- The Standard and Special Specification
- The Priced Bill of Quantities
- The Letter of Acceptance
- Schedules of Supplementary Information
- The Drawings
- Other documents as may be agreed and listed

All a fore said documents are hereinafter referred to as “The Contract”.

In consideration of the payment to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract Price at the times and in the manner prescribed by the Contract.

INWITNESSWHEREOF the parties hereto have caused their respective common
Seals to be here to affixed (or have here unto set the irrespective hands and seals) on the day
and year first above written.

SIGNED AND DELIVERED

By the said Employer:

Deputy Regional Director
(Meru Region), Kenya Rural Roads Authority)
For and on behalf of the said Employer.

In the presence of:
(Name and Designation of Witness)

.....
(Signature of Witness)

.....
(Address of witness)

By the said Contractor:

In the presence of:
(Name and Designation of Witness)

.....
(Signature of Witness)

.....
(Address of witness)

SECTION 8: APPENDIX TO FORM OF AGREEMENT

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

Item	Data
Time for Completion	3 Months
Priority of Documents	The documents forming the Contract shall be interpreted in the following order of priority: • the Contract Agreement and Appendix to form of agreement • the Letter of Acceptance • the Form of Tender • the Conditions of Contract, Part II - Conditions of Particular Application • the Conditions of Contract, Part I – General Conditions of Contract • the Specifications • the Drawings, • the Priced Bill of Quantities
Law of Contract	Laws of the Republic of Kenya
Language	English
Provision of Site	On Commencement Date
Name and Address of Employer	Director General Kenya Rural Roads Authority P.O. Box 48151-00100 Nairobi
Authorised Person	General Manager(Maintenance), Kenya Rural Roads Authority P.O. Box 48151-00100 Nairobi
Name and Address of the Engineer	Deputy Director (Road), Kenya Rural Roads Authority P. O. Box 442-60200 Meru

**SECTION 11: FORMS OF PERFORMANCE BANK GUARANTEE
AND ADVANCE PAYMENT GUARANTEE (UNCONDITIONAL)**

PERFORMANCE BANK GUARANTEE

To:

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

WHEREAS (hereinafter called, the Contractor^c) has undertaken in pursuance of Contract No Dated.....to execute the **Improvement of**
.....(hereinafter called the ,Contract^c)

ANDWHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified in the Appendix to Form of Bid 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;

NOWTHEREFORE whereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of

Kshs. (amount in figures)

Kshs.

..... (amount in words)

and we under take to payment to you, upon your first written demand and without cavil or argument, any sum or sums within and up to the limits as aforesaid without your needing to prove or show grounds or reasons for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contractor of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractors hall in anyway

Release us from any liability under this Guarantee and we hereby waive notice of any such change, addition or modification
This Guarantee shall be valid until 28 days after issuing of the Taking Over Certificate.

SIGNATURE AND SEAL OF BANK

Name of
Signatory

Name of
Bank

Address Date

BANK GUARANTEE FOR ADVANCE PAYMENT

To: The Director General,
Kenya Rural Road Authority,
P.O. BOX 48151 – 00100,
NAIROBI.

IMPROVEMENT
OF.....

CONTRACT No.

Gentlemen:

In accordance with the provision of the Conditions of Contract, sub-clause 60.12
(, Advance

Payment^c) of the above– mentioned contract

,
.....

..... (Hereinafter
called the, Contractor^c) shall deposit with the Director General, Kenya Rural Roads
Authority a Bank Guarantee to guarantee his proper and faithful performance under the said
Clause of the contract in an amount equal to five (5) % of the contract price, i.e.

Kshs. (amount in figures)

Kshs.

..... (amount in words)

We..... as instructed by the Contractor,
agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety
merely, the payment to the Director General, Kenya Rural Roads Authority 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 in figures) Kshs.

.....(amount in words)

We further agree that no additional to or other modification of the terms of the Contractor of
the Works to be performed there under or of the Contract documents which maybe made
between the Director General, Kenya Rural Roads Authority and the Contractor, shall in any

way release us from any liability under this guarantee, and we hereby waive notice of any change or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the contract until the Director General, Kenya Rural Roads Authority, Nairobi, Kenya receives full payment of the same amount from the Contractor.

This guarantee shall be reduced prorate with the deductions from the down payment made on the Interim Certificates in Accordance with Sub-Clause 60.2 of the Conditions of Contract.

Any dispute over the interpretation of the conditions of this letter of Guarantee shall be subject to the Laws of the Republic of Kenya.

After expiry, this document shall be returned to us for cancellation.

SIGNATURE AND SEAL OF BANK:

.....

Name of
Signatory

Name of
Bank

Address Date

SECTION 12 OTHER SUPPLEMENTARY REQUIREMENTS

12.1 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.

DRAWINGS

BILLS OF QUANTITIES

