



KENYA RURAL ROADS AUTHORITY
(MURANG'A REGION)

ROAD NUMBER;U_G28469

NAME; MAKUYU RAILWAY - ATHARA PRIMARY(section 3) Road

TENDER NUMBER; Package: KeRRA/011/MUR/39/10%BY CS-MAR/046/2020-2021

BID DOCUMENT FOR ROUTINE MAINTENANCE

- INVITATION FOR TENDERS
- INSTRUCTIONS TO BIDDERS
- QUALIFICATION CRITERIA
- CONDITIONS OF CONTRACT
- APPENDIX TO FORM OF AGREEMENT
- STANDARD FORMS
- SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES

NOVEMBER, 2020

The Engineer

**DIRECTOR (ROAD ASSET MANAGEMENT),
KENYA RURAL ROADS AUTHORITY,
P.O. BOX 48151-00100,
NAIROBI.**

The Employer

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

STANDARD TENDER DOCUMENT FOR PROCUREMENT OF WORKS

- ROUTINE MAINTENANCE WORKS

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SECTION I: INVITATION FOR TENDERS

Tender reference No. **KeRRA/011/MUR/39/10%BY CS-MAR/046/2020-2021**

Tender Name: - MAKUYU RAILWAY - ATHARA PRIMARY(section 3) ROAD

The **Kenya Rural Roads Authority –Murang’a Region** invites sealed tenders for the improvement of **Road Works in Murang’a Region**

- 1.1 Interested eligible candidates may obtain further information and inspect tender documents (and additional copies) at **(Procurement Office, Kenya Rural Roads Authority – Murang’a Region, P.O. Box 633-10200 Murang’a)** during normal working hours.
- 1.2 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fees of **(Kshs. 1,000.00)** in form of Bankers Cheque payable to **(Kenya Rural Roads Authority)**
- 1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for **120** days from the closing date of tender.
- 1.4 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 **(Kenya Rural Roads Authority – Murang’a Region, P.O. Box 633-10200 Murang’a))** or to be addressed to **(Procurement Office – P.O. Box 633-10200 Murang’a)** so as to be received on or before **(Tuesday, 17th November, 2020 at 10.00 a.m).**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at **(Kenya Rural Roads Authority Murang’a Region Board Room – Murang’a)**

For **(Deputy Director – KeRRA Murang’a Region)**

SECTION II: 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:
- a) Certified Copies of certificates of Incorporation/ registration
 - b) Current (dated within 12 Months before date of opening) Certified CR12 Certificate from the Registrar of Companies. This should be provided with Identification Documents of Directors. (ID or Passport)
 - c) Certified Copy of Valid Current Business / Trade License
 - d) Valid current Tax compliance certificate
 - e) Copies of PIN and VAT Registration Certificates
 - f) Copy of Valid Certificate of Registration from the National Construction Authority (NCA 7 and Above) accompanied with a Current Practising License, (NCA 8 and Above for Special Group Category tenders only).
 - g) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder. Should be attested by a Commissioner of Oaths.
 - h) Serialization of all the pages of the tender document (this should be in the format of 1,2,3,4,5.....) from the first page to the last page.
 - i) Authority to seek references from Tenderer's Bankers
 - j) Priced Bills of Quantity, signed and stamped
 - k) Duly filled in and signed Form of Bid.
 - l) Duly filled, signed and stamped Confidential Business Questionnaire
 - m) Work Methodology /Draft programme of works / method statement of works giving details of activities and timelines
 - n) Duly filled, signed and stamped Declaration Form.
 - o) Current Litigation Information (sworn affidavit dated within 12 Months before date of opening)
 - p) Financial statements and audited accounts for the last three years
 - q) Fully filled and signed Self – Declaration Form – Form SDI
 - r) Duly filled, signed and stamped all schedules of supplementary information.
 - s) Properly and duly filled Signed and stamped, Schedule of Roadworks Carried out By the Bidder Experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information.
 - t) Major items of construction equipment owned/leased
 - u) Qualifications and experience of key site management and technical personnel proposed for the Contract
 - v) Fraud & corruption Properly & fully filled, signed stamped
 - w) Environment and social commitment-properly filled, & fully signed
 - x) Properly and duly filled Signed and stamped, Schedule of on-Going Projects

y) **For Special Groups Category tenders** (reserved for Women, Youth and Persons with Disabilities)

- i. Duly filled and signed tender securing declaration. The Tender Securing Declaration shall remain valid for a period of 28 days beyond the tender validity period
- ii. Certified Valid copy of AGPO Certificate (of the specific category) issued by National Treasury.

- 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 The price to be charged for the tender document shall not exceed **Kshs.1,000/=**
- 1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.
- 1.8. The estimated budget for these works is **Three Million, seven hundred and fifty thousand shilling only (3,750,000.00)**

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 inquiries 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 herebelow.

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 Twenty (120)** days from the date of submission. 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.
- a) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to **disqualification** of the tender as **non – responsive**.
- 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 the successful Tenderer, within 14 days and not earlier than 7days following the notification of award.

6.5 Within 14 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 14 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 III:A.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 6
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 7 and above for Road Works and NCA 8 and above for special group category tenders only. - Proof of prequalification with KeRRA Category C in respective constituencies/ -certified valid copy certificate from Ministry of National Treasurer for Youth, Women and Persons with disability for special group tenders (category: small works & Engineering)	Must meet requirement	Refer to standard form section 6
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 6
3.1	Financial Performance	Submission of audited balance sheets or if not required by the law of the applicant's country, other financial statements acceptable to the Employer, for the last three [3] years to demonstrate: (a) the current soundness of the applicants financial position and its prospective long term profitability, and (b) capacity to have a cash flow amount of min 50% of the bid sum equivalent working capital	Must meet requirement (a) Must meet requirement (b) Must meet requirement	Refer to standard form section 6
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of KShs 1M(one million) calculated as total certified payments received for contracts in progress or completed, within the last 3 years	Must meet requirement	Refer to standard form section 6
4.1	General Construction Experience	Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least 2 contracts in the last 5years prior to the applications submission deadline	Must meet requirement	Refer to standard form section 6
4.2(a)	Specific Construction Experience	Participation as contractor, management contractor or subcontractor, in at least Two(2) contracts within the last Three (3) years, each with a value of at least kshs.1 million for works ,that have been successfully and substantially	Must meet requirement	Refer to standard form section 6

Qualification Criteria			Compliance Requirements	Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
		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		
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 one (1) of: - Routine maintenance - Spot improvement & rehabilitation works.	Must meet requirements	Refer to standard form section 6
4.3	Work Methodology	Submission of a brief work methodology	Should demonstrate understanding of the scope of works and other general requirements (detailed activities and chart should be submitted)	Refer to standard form section 6
5. Equipment Holding				
5.1	Minimum number of Equipment	The bidder must indicate the minimum the core plant and equipment considered by the company to be necessary for undertaking the project together with proof of ownership/ lease agreement	Must meet the requirement	Refer to standard form section 6
6. Current Commitment				
6.1	On-going contracts	The total value of current works on the on-going contracts must not exceed KShs. 10 million	Must meet requirements	Refer to standard form section 6
7. Site Staff				
1	Foremen (1NO.)	The site staff shall possess minimum levels set below; Certificate-Civil Engineering Experience- 2 years	Must meet requirements	Refer to guideline notes

SECTION IV: 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 Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“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 Any thing 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 herebelow (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 payment _____ (percent of Contract Price, [after Contract execution] to be inserted by the Employer).
 - (ii) First stage (define stage) _____
 - (iii) Second stage (define stage) _____
 - (iv) Third stage (define stage) _____
 - (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 favour or disfavour 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.

SECTION V: APPENDIX TO FORM OF AGREEMENT

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

Item	Data
Time for Completion	Six (6) 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	Director (Road Asset Management), Kenya Rural Roads Authority P.O. Box 48151-00100 Nairobi
Name and Address of the Engineer	Deputy Regional Director, Kenya Rural Roads Authority P. O. Box 633-10200 Murang'a (Murang'a Region)
Name and Address of Engineer's Representative	Constituency Roads Officer (As per the document) (Murang'a Region)
Penalty to the Contractor for Employer paying workers on his behalf	10% of the amount paid to the workers.
Requirements of Contractors Design	Not applicable
Programme ⇒ Time of Submission	Within 14 days of Commencement Date
⇒ Form of Programme	Bar Chart

Item	Data
⇒ Interval Updates	As requested by the RM
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	Refer to guideline Notes
Period of notifying defects	90 days calculated from the date stated in the notice under sub clause 11.2
Percentage of Retention	Refer to guideline Notes
Maximum Amount of Advance Payment	Refer to guideline Notes
Form of Guarantee for Advance Payment	Bank Guarantee
Valuation of Works	Remeasurements with Bills of Quantities
Repayment Schedule for Advance Payment	33 % instalments from 1 st three certificates.
Minimum Amount of Interim Payment	Ksh. 500,000.00
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/ Not required
Insurance ⇒ The Works, materials plants & fees- Contractor's All risks ⇒ Third party injury to persons and damage to property ⇒ Workers compensation (WIBA- workers injury benefits policy)	Amount of Cover The Contract Price stated in the Agreement +15%+replacement cost of equipment on site. Ksh. 500,000.00 As per work injury benefits act 2007 laws of Kenya
Arbitration ⇒ Rules ⇒ Appointing Authority ⇒ Place of Arbitration	CAP 49 of the Laws of Kenya Chairman Chartered Institute of Arbitrators, Kenya Branch. Kenya Rural Roads Authority, Headquarters

I certify that I have read and understood the above information.

.....
Title

.....
Signature

.....
Date

SECTION VI:STANDARD FORMS

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FORM OF TENDER

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

_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above Works, We, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of
Kshs. _____ [Amount in figures] Kenya
Shillings _____
_____ [Amount in words]
2. We undertake, if our Tender is accepted, to commence the Works on the commencement date and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix.
3. We agree to abide by this Tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.
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] of

_____ [Address of Tenderer]

Witness: Name _____

Address _____

Signature _____

Date _____

FORM OF AGREEMENT

THIS AGREEMENT is made on theday of20..... between the **Director General**, Kenya Rural Roads Authority, of P.O. BOX 48151 - 00100, Nairobi, **Kenya** hereinafter called the “**Employer**” of the one part and -----
-----, hereinafter called the “**Contractor**” of the other part.

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

And has accepted a Bid by the Contractor to execute, complete and maintain 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 hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

The said BID dated -----

- Conditions of Contract; Parts I and II
- The Standard and Special Specifications;
- Priced Bill of Quantities;
- Letter of Acceptance;
- Form of Tender
- Drawings;
- Appendix to the Form of Agreement
- Schedule of Supplementary Information
- Other Documents/Materials/Conditions agreed and documented.

All aforesaid documents are hereinafter referred to as “**The Contract**”.

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

The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works at 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 hereto have caused their respective common seals to be hereto affixed (or have hereunto set their respective hands and seals) on the day and year first above written.

SIGNED AND DELIVERED

By the said Employer.....

Signature.....

Murang'a Region P.O Box 633-10200 Murang'a

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

In the presence of.....

Signature-.....

By the said Contractor:

Signature.....

Designation.....(For and on behalf of the said Contractor)

In the presence of :

Signature.....

Address.....

QUALIFICATION INFORMATION

TENDER QUESTIONNAIRE

Please fill in block letters.

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

Signature of Tenderer

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

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

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

Name of your Bankers.....

Branch.....

Part 2 (b) – Partnership

Give details of partners as follows:

Name in full	Nationality	Citizenship Details	Shares
--------------	-------------	---------------------	--------

1.....			
--------	--	--	--

2.....			
--------	--	--	--

3.....			
--------	--	--	--

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 in full	Nationality	Citizenship Details*	Shares
--------------	-------------	----------------------	--------

1.....			
--------	--	--	--

2.....			
--------	--	--	--

3.....			
--------	--	--	--

4.....			
--------	--	--	--

Part 2(d) – Interest in the Firm:

Is there any person / persons in (Name of Employer) who

has interest in this firm? Yes/No..... (Delete as necessary)

I certify that the information given above is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

* Attach proof of citizenship

TENDER-SECURING DECLARATION FORM (r.22)

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

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

Tender No..... [insert number of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2. We accept that 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 ITT.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

i. our receipt of a copy of your notification of the name of the successful Bidder; or

ii. twenty-eight days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bi 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:

[insert signature of person whose name and capacity are shown] in the capacity of.....

[insert legal capacity of person signing the Bid Securing Declaration]

Name:

[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of:

.....[insert complete name of Bidder]

Dated onday of . [insert date of signing]

SCHEDULE OF LABOUR:- BASIC RATES

(Reference: Clause 4 of Conditions of Particular Application)

LABOUR CATEGORY	UNIT (MONTH/SHIFT/HOUR)	RATES

Categories to be generally in accordance with those used by the Kenya Building Construction and Engineering and Allied Trades Workers' Union.

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

CERTIFICATE OF TENDERER'S VISIT TO SITE

This is to certify that

[Name/s].....

.....

Being the authorized representative/Agent of [Name of Tenderer]

.....

.....

participated in the organized inspection visit of the site of the works for the (participated in the
organised inspection visit of the site of the

work.....(.....KM)

held on day of 20.....

Signed.....

(Employer's Representative)

.....

NOTE: This form is to be completed when the site visit is made

FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer consisting of a joint venture shall state here below the name and address of his representative who is authorised to receive on his behalf correspondence in connection with the Tender.

.....

(Name of Tenderer's Representative in block letters)

.....

(Address of Tenderer's Representative)

.....

(Signature of Tenderer's Representative)

KEY PERSONNEL

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE
Headquarters: 1. Managing Director 2. 3. 4. 5. etc.			
Site Office: 1. Site Supervisor/Foreman 2. 3. 4. 5. 6			

Bidders shall attach CV's of key personnel, which should be signed by the staff

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

SCHEDULE OF THE 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)	1		
3	Self-propelled single drum vibrating (10Tons)	1		
4	Mobile concrete mixers	1		
5	Excavator/loader	1		
6	Concrete vibrators	1		
7	Tippers payload 7 – 10 tonnes	2		
8	Flat bed lorries	1		
9	Water tankers (10,000 litres capacity)	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)

SCHEDULE OF COMPLETED CIVIL WORKS CARRIED OUT IN THE PREVIOUS YEARS

DESCRIPTION OF WORKS AND CLIENT	TOTAL VALUE OF WORKS (KSHS)	CONTRACT PERIOD (YEARS)	YEAR COMPLETED

I certify that the above Civil Works were successfully carried out and completed by ourselves
(KINDLY ATTACH AWARD LETTERS, COMPLETION CERTIFICATES AND PROOF OF PAYMENT)

.....
(Title)

.....
(Signature)

.....
(Date)

SCHEDULE OF ONGOING PROJECTS

DESCRIPTION OF WORK AND CLIENT	CONTRACT PERIOD	DATE OF COMMEN- CEMENT	DATE OF COMPLETION	TOTAL VALUE OF WORKS (KSHS.)	% COMPLETE D TODATE

I certify that the above Civil Works are being carried out by ourselves and that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

FINANCIAL STANDING

- 1 Submit copies of audited profit and loss statements and balance sheet for the last three calendar 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 20...	Year 20....	Year 20.....
	Kshs.	Kshs.	Kshs.
Roadworks			
Other Civil Engineering Works			
Other (specify)			
Total			

SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST THREE (3) FINANCIAL YEARS

	Year 20....	Year 20...	Year 20....
	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 providing the credit line that is specific for the project.

.....

Title

.....

Signature

.....

Date

OTHER SUPPLEMENTARY 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 Tenderer's Bankers who may provide reference if contacted by the Employer.

.....

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

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

I certify that the above information is correct.

.....
 Title

.....
 Signature

.....
 Date

FRAUD & CORRUPTION

- 1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.
- 2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed.
- 3 For the purposes of this Sub-Clause:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- 4 The Contractor declares that:
 - a) They did not engage in any action to influence the Project implementation process to the detriment of the Employer, in particular no collusive practice took place nor will take place, and The bidding proceedings, contract award, and execution have not and will not be subject to any corrupt practice as defined in the United Nations Convention to combat corruption dated 31 October 2003.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

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

_____[Address of Tenderer]

_____[Seal or Stamp of Tenderer]

ENVIRONMENTAL AND SOCIAL COMMITMENT

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

I, the undersigned, [.....] acting as the duly authorized representative of [.....],

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

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

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign Tenders for and on behalf of

_____[Name of Tenderer] of

_____[Address of Tenderer]

_____[Seal or Stamp of Tenderer]

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

DECLARATION FORM (SDI)

Date _____

To _____

The tenderer i.e. (Name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

SECTION VIII: SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES

ROUTINE MAINTENANCE - SPECIFICATIONS

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Grading.....	A-16

SPECIFICATIONS FOR ROUTINE MAINTENANCE WORKS

Standard Specification

Whenever reference is made to “The Engineer” in the specification, it shall be construed to be synonymous with “Employer’s duly authorised Representative” as referred to in the Conditions of Contract.

SECTION 01 : PRELIMINARY AND GENERAL ITEMS

Scope:

This section refers to those items that are needed at the start and end of the Works or are provisional items applicable for the duration of the Works.

01-40- 001: Mobilisation and Establishment of Site

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

The Contractor shall ensure that all possible means of protection are given to the staff at all times. Such protection shall include provision of high visibility clothing or vests for the workforce, in potentially dangerous locations. The Contractor shall also maintain first aid kits with items included on the advice of the local Medical Officer, or as directed by the Engineer.

Measurement and Payment

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

01-40-002 Clearance on Completion

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

Measurement and Payment

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

01-40-006 Traffic Control

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

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

Work Method

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

Quality Control

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

Measurement and Payment

A Lump Sum shall be paid on a Monthly basis upon the approval of the Engineer that adequate Traffic Control is in place

01-40-007 Drinking Water

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

Quality Control

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

Measurement and Payment

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

SECTION 04: ROADSIDE CLEARANCE

Scope

This section covers all routine maintenance works within the road reserve and includes items such as bush clearing, pruning of tree branches, grass cutting, and removal of litter and any other debris.

- 04-50-003 Bush Clearing - heavy**
- 04-50-004 Bush Clearing - light**
- 04-50-005 Pruning Tree Branches**

This activity involves the removal of small trees, shrubs and bushes all including their root systems, In addition, the Engineer may order the trimming of branches of large trees to improve visibility. The width limits shall be as instructed by the Engineer.

The cut material shall be collected into heaps away from the side drains and where it shall not block or interfere with visibility.

The burning of cut bush and removed trees or branches shall not be allowed.

Work Method

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

Quality Control

The width for bush clearing shall be measured at 50-m intervals and shall be free of trees or bushes.

Measurement Unit: m²

The measurement shall be the area cleared according to the specified widths and measured length of clearance.

Payment

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

SECTION 08: CULVERT AND DRAINAGE WORKS

Scope:

This section covers all routine maintenance of the drainage system including the cleaning or desilting of the side drains, mitre drains, catch water drains, culverts, inlets and outlets, and scour checks.

08-50-002 Ditch Cleaning (Manual) - Partially Silted **08-50-003 - Fully Silted**

i. Partially silted

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

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

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

Work Method

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

Quality Control

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

Measurement Unit: m

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

Payment

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

ii. Fully silted

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

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

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

Work Method

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

Quality Control

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

Measurement Unit: m³

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

Payment

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

08- 60 - 001/2/3/4/5: Culverts Cleaning (Partially blocked)

08 - 60 - 003 600mm dia;
08 - 60 - 004 900mm dia;

This activity involves the cleaning of culverts of specified sizes including pipe barrels, the outlet/inlet structures, and the outlet drains, keeping them free of all debris, weed, silt and any obstruction to ensure free passage of water at all times. The debris shall

be deposited in approved spoil dumps as directed by the Engineer

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

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

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

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

Work Method

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

Quality Control

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

MeasurementUnit: **m**

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

Payment

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

08- 60 - 006/7/8/9/10 : Culvert Cleaning (Fully blocked):

08 - 60 - 008 600mm dia;

08 - 60 - 009 900mm dia;

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

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

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

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

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

Work Method

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

Quality Control

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

MeasurementUnit: m

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

Payment

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

08- 70- 001: Head Wall Repair - Masonry

This activity involves the repairs to damaged head walls and wing walls built in masonry.

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

Work Method

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

Quality Control

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

Measurement Unit: No

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

Payment

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

08-70-002 Headwall Repair - Concrete

The activity involves the repairs to damaged concrete headwalls and wingwalls, and to inlet/outlet concrete aprons. Concrete walls shall be inspected and repair works carried out as instructed by the Engineer to include breaking out and replacement of damaged concrete with similar material, and the rendering of open texture areas with cement mortar 1:4. Broken wall sections shall be re-built in 20/20 (1:2:4) concrete

within formwork erected on the correct lines and levels in accordance with the Standard Drawings. Areas of new concrete and mortar shall be protected from direct sunlight and kept moist for 3 days.

Quality Control

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

Measurement Unit: No

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

Payment

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

SECTION 10: CARRIAGEWAY REPAIR WORKS (GRAVEL)

Scope:

This section covers all routine maintenance works on the gravel carriageway and includes items such as pothole patching, and reshaping of the carriageway, using labour.

10- 50- 006 Light Manual Reshaping (Potholes, Ruts and Gullies)

Description:

This activity involves the removal of all unsuitable/degraded material from the pothole, rut or gully until firm ground is reached, and filling with approved material and ensuring that the area is free draining.

For earth roads material from the side drains may be used.

For gravel roads the gravel shall be obtained from the stacks placed at intervals along the road for this purpose.

The fill material shall be watered, mixed and compacted using suitable tampers to a finished level 25mm above the surrounding road surface.

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

Work Method

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

Quality Control

- The quality of fill material shall be approved by the Engineer
- The minimum compaction to be applied shall be such that no rammer imprint on the surface shall be seen.

Measurement Unit: m^3

The measurement shall be total volume of materials used for the repairs.

Payment

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

10- 50- 009: Light Manual Reshaping (Grub edge and Reshape Carriageway)

Description:

This activity involves trimming the edge of the carriageway, grubbing grass from the carriageway and reshaping of the camber of the road to the original standard and shape. No grass shall be grubbed from the shoulders, but it shall be cut to a maximum height of 50mm.

For earth roads materials from the side drains may be used to reshape the carriageway. Where additional suitable material is required to reinstate the camber to the required shape, this material shall be obtained from approved sources nearest to the final deposition area.

Work Method

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

Quality Control

- The width of the carriageway including the shoulders shall be checked at 100m intervals with tolerance of +50mm or -20mm
- The camber shall be checked using camber board at 50m intervals and shall have a tolerance of +/- 1%

Measurement Unit: m^2

The measurement shall be the area of carriageway shaped. Teeth

Payment

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

SECTION 11: SHOULDER MAINTENANCE AND REPAIR

11-50-001: Shoulder Grading

Where directed by the Engineer the Contractor shall reinstate or re-form the shoulders of the road using either a Towed or Motor grader.

Pegs 400 to 500mm long shall be placed at 10 to 20 m intervals on the edge of the carriageway. Suitable material from the front slope of the side drain shall be bladed and spread on the shoulders (and, if appropriate the carriageway), unless otherwise directed by the Engineer, and the shoulders re-formed to the cross-section dimensions, as shown in Table 10.2. Compaction shall be achieved with the wheels of the equipment used, or by other approved means.

Table 10.2: Overall width ditch

Road Category	Carriageway width	Overall width to front of Ditches
A/B/C + Secondary Roads	6.0 m	8.4 m
D/E + Minor Roads	5.4 m	7.8 m
RAR Roads	4.5 m	6.5 m
Minor/RAR roads with insufficient widths or Temporary	3.5 m	5.5 m

Work Method

The Contractor shall use Equipment to carry out this item.

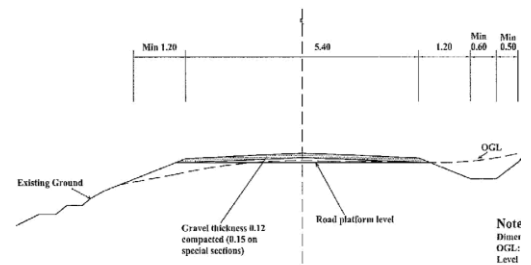
Measurement Unit: km

The measurement shall be the length of shoulder reformed.

Payment

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

DRAWINGS



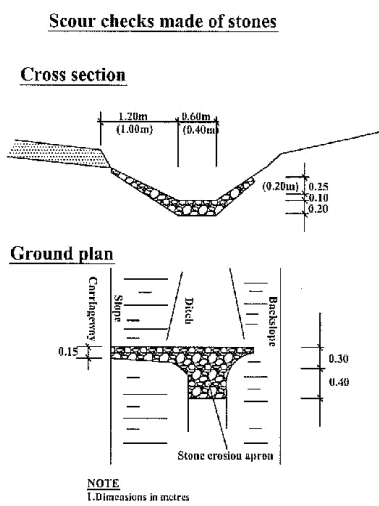
C-3



C-3



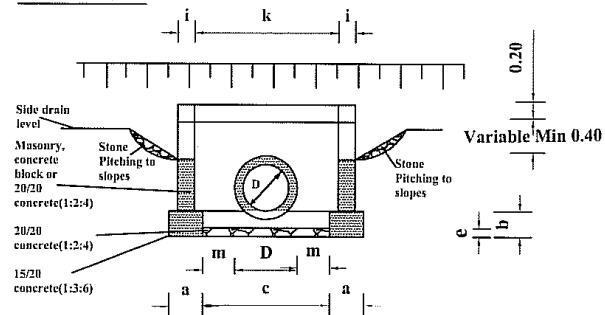
C-3



STONE WEIGHT: MIN 10KG
STAKE DIAMETER: MIN. 0.10



SECTION A-A



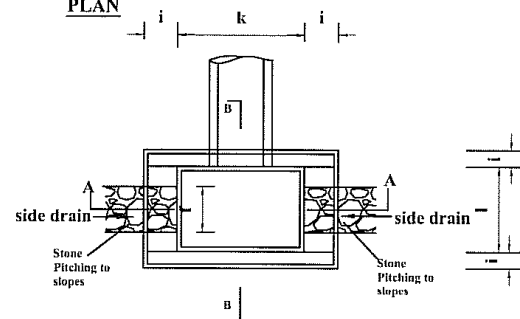
SECTION B-B



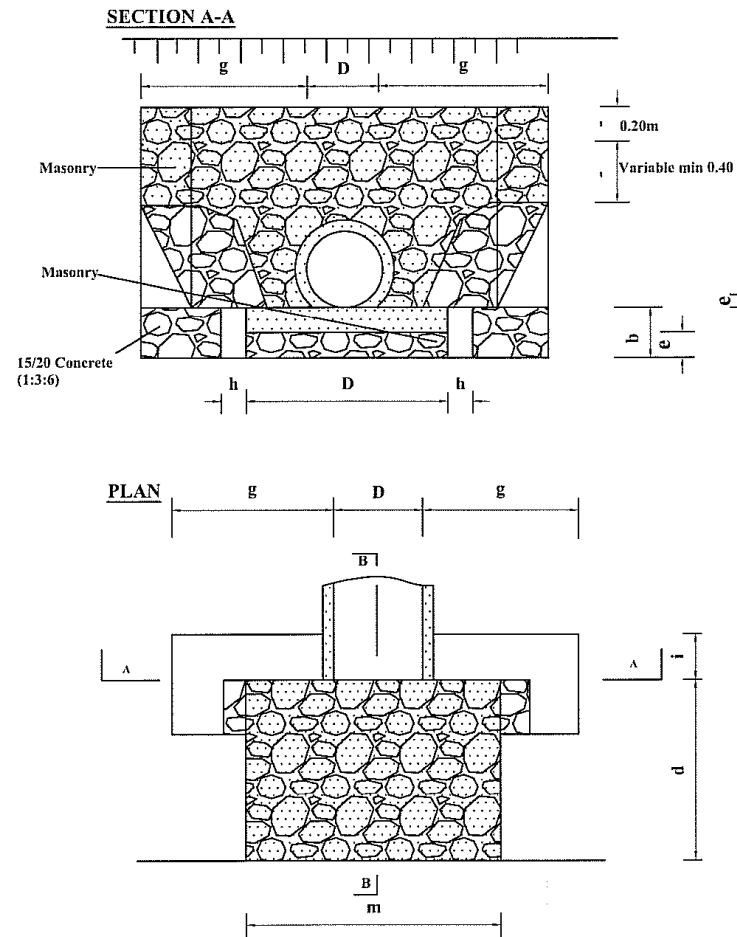
DIMENSIONS AND MATERIAL REQUIREMENTS

PIPE DIAMETER IN (M)	TYPE A CONCRETE BLOCKS			TYPE B (STONE MASONRY)		
	450	600	900	450	600	900
DIMENSION	UNIT					
a FOUNDATION	m	0.30	0.30	0.30	0.40	0.40
b FOUNDATION	m	0.30	0.30	0.30	0.30	0.30
c FOUNDATION	m	1.10	1.10	1.40	1.20	1.50
d APRON	m	0.90	0.90	0.90	1.00	1.00
e APRON	m	0.20	0.20	0.20	0.20	0.20
f DROP INLET	m	0.60	0.60	0.60	0.60	0.60
g DROP INLET	m	0.30	0.40	0.60	0.30	0.40
h DROP INLET	m	0.60	0.80	1.20	0.60	0.80
i DROP INLET	m	0.20	0.20	0.20	0.40	0.40
k DROP INLET	m	1.20	1.20	1.50	1.20	1.50
l DROP INLET	m	1.00	1.00	1.00	1.00	1.00
m DROP INLET	m	0.38	0.30	0.30	0.38	0.30
MATERIAL REQUIREMENT						
FOUNDATION (concrete)	m ³	0.47	0.47	0.52	0.72	0.79
HEAD/WING WALLS (Concrete/Masonry)	m ³	0.56	0.72	1.15	1.27	1.66
APRON (concrete)	m ³	0.24	0.24	0.30	0.24	0.30

PLAN







DIMENSIONS AND MATERIAL REQUIREMENTS

PIPE DIAMETER (M)	TYPE B MASONRY	
	450	600
DIMENSION	UNIT	
a FOUNDATION	m	0.40 0.40
b FOUNDATION	m	0.30 0.30
c FOUNDATION	m	1.55 1.70
d APRON	m	0.90 0.90
e APRON	m	0.20 0.20
f HEADWALL	m	0.75 0.75
g HEADWALL	m	0.50 0.50
h HEADWALL	m	0.30 0.30
i HEADWALL	m	0.40 0.40
m FOUNDATION	m	1.05 1.20
MATERIAL REQUIREMENT		
FOUNDATION (concrete)		0.19 0.20
HEAD/WINGWALLS (Concrete/Masonry)		0.62 0.69
APRON (concrete)		0.19 0.22



DIMENSIONS AND MATERIAL REQUIREMENTS

PIPE DIAMETER IN (M)	UNIT	TYPE A (CONCRETE BLOCKS)			TYPE B (STONE MASONRY)		
		450	600	900	450	600	900
DIMENSION	UNIT						
a FOUNDATION	m	0.30	0.30		0.40	0.40	
b FOUNDATION	m	0.30	0.30		0.30	0.30	
c APRON	m	1.34	1.49		1.34	1.49	
d APRON	m	0.60	0.60		0.60	0.60	
e APRON	m	0.20	0.20		0.20	0.20	
f WINGWALLS	m	0.20	0.20		0.40	0.40	
g WINGWALLS	m	0.10	0.10		0.10	0.10	
h HEADWALLS	m	0.69	0.69		0.69	0.69	
i HEADWALLS	m	0.20	0.20		0.40	0.40	
k HEADWALLS	m	0.65	0.80		0.65	0.80	
l HEADWALLS	m	0.40	0.40		0.40	0.40	
MATERIAL REQUIREMENT							
FOUNDATION (concrete 1:2:4,1:3:6)		0.18	0.20		0.24	0.26	
HEAD/WINGWALLS (Concrete/Masonry)		0.28	0.32		0.53	0.61	
APRON (concrete)		0.12	0.14		0.12	0.14	



Diameter (D)	Volume in (m ³ /m)			450 (mm)	600 (mm)	900 (mm)
	450 (mm)	600 (mm)	900 (mm)			
a	0.15	0.20	0.20	0.15	0.20	0.20
b	0.10	0.15	0.15	0.10	0.15	0.15
c	0.86	1.12	1.48	0.86	1.12	1.48
d	0.56	0.72	1.08	0.56	0.72	1.08
e	0.14	0.18	0.27	0.28	0.36	0.54
f (mm)	0.34	0.45	0.68	0.34	0.45	0.68
g	-	-	-	-	-	-
h	0.24	0.33	0.42	0.38	0.51	0.69
i	-	-	-	-	-	-
Concrete Class 15/20	Volume in (m ³ /m)			Volume in (m ³ /m)		
	0.24	0.24	0.24	0.20	0.37	0.56
Application	-Fair subgrade condition -Overfill > 75% of the pipe diameter -Seasonal water flow only			-Fair to poor subgrade condition -Overfill > 75% of the pipe diameter -Seasonal water flow only		
Remarks	Material for back/overfill shall be approved by the Engineer			Material for back/overfill shall be approved by the Engineer		



Diameter (D)	450 (mm)	600 (mm)	900 (mm)
a	0.15	0.20	0.20
b	0.10	0.15	0.15
c	0.86	1.12	1.48
d	0.56	0.72	1.08
e	0.42	0.54	0.81
f(min)	0.23	0.3	0.45
g	-	-	-
h	0.52	0.69	0.96
i	-	-	-

Concrete Class 15/20	Volume in (m3/m)		
	0.26	0.47	0.71

Application	-Fair subgrade condition -Overfill > 75% of the pipe diameter -Seasonal water flow only
Remarks	Material for back/overfill shall be approved by the Engineer

	450 (mm)	600 (mm)	900 (mm)
a	0.15	0.20	0.20
b	0.10	0.15	0.15
c	0.86	1.12	1.48
d	0.56	0.72	1.08
e	0.46	0.52	0.78
f	0.15	0.15	0.15
g	0.15	0.15	0.15
h	0.81	1.02	1.38
i	0.28	0.35	0.45

	Volume in (m3/m)		
	0.37	0.61	0.92

Application	-Fair to poor subgrade condition -Overfill > 75% of the pipe diameter -Seasonal water flow only
Remarks	Material for back/overfill shall be approved by the Engineer

PREAMBLE TO BILLS OF QUANTITIES

1. The Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the Instructions to Tenderers and these Documents.
2. The prices and rates to be inserted in the Bills of Quantities are to be the full, inclusive value of the work described under the several items including all costs and expenses which may be required in and for the execution of the work described and for the Contractor's overheads and profits. The rates shall be VAT exclusive but include all other taxes, levies and fees applicable. The rates shall be based on the Works being carried out in accordance with the R2000 Strategy of using optimum labour resources.
3. Each item in the Bills of Quantities contains only a brief description of the required work. Fuller details and descriptions of the work to be done, the materials to be used, the standards of workmanship, methods of measurement and payment are to be found in the various sections of the Specifications and on the Drawings.
4. The Quantities set out in the Bills of Quantities are estimated and represent substantially the work to be carried out. There is no guarantee that the Contractor will be required to carry out all the quantity of work indicated under any one particular item or group of items in the Bills of Quantities. The basis of payment shall be the Contractor's rates and the quantities of measured work done in fulfilment of the obligations under the Contract.
5. Work shall be carried out under Dayworks items only at the direction, and with the approval, of the Engineer. The Contractor shall enter rates in the Dayworks Schedule of Rates, which shall reflect the realistic costs, including overheads and profit, of each item. If, in the opinion of the Engineer, a rate is unreasonably high or low, the Contractor may be required to amend the rate to the satisfaction of the Engineer.

BILLS OF QUANTITIES

(AS GENERATED FROM RMS)

Road Code	U_G28469	Section Name		MAKUYU RAILWAY - ATHARA PRIMARY (section 3)		
Package: KeRRA/011/MUR/39/10%BY CS-MAR/046/2020-2021						
Contract or	0					
Bill of Quantities					Page: 1	
Bill No.4	SITE CLEARANCE				Project:	
Item No.	Description	Units	Quantity	Unit Bid Rate(KSh)	Amount KSh	Technology
04-50-003	Heavy Bush Clearing	M ²	20000		-	LB
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
	Total Carried Forward to Summary:				-	

Road Code	U_G28469	Section Name		MAKUYU RAILWAY - ATHARA PRIMARY (section 3)		
Package: KeRRA/011/MUR/39/10%BY CS-MAR/046/2020-2021						
Contract or	0					
Bill of Quantities					Page: 2	
Bill No.10	GRADING AND GRAVELLING WORKS				Project:	
Item No.	Description	Units	Quantity	Unit Bid Rate(KSh)	Amount KSh	Technology
10-50-001	Heavy grading without watering or compaction instructed by the Engineer	M ²	35000		-	MB
10-60-003	Gravel Patching	M ³	945		-	MB
					-	
					-	
					-	
					-	
					-	
					-	
					-	
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					-	
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					-	
					-	
					-	
					-	
	Total Carried Forward to Summary:				-	

