

KENYA RURAL ROADS AUTHORITY

(GARISSA REGION)

BALAMBALA CONSTITUENCY:

22% CONSTITUENCY ROADS FUND (CRF):

FINANCIAL YEAR: 2020-2021

ROAD NAME & CODE: MAINTENANCE OF SAKA-SANKURI (C-251) ROAD:

CONTRACT No: KeRRA/011/GSA/39/44/2020-2021

RESERVED: OPEN

JANUARY, 2021

DEPUTY DIRECTOR (ROADS)
KENYA RURAL ROADS AUTHORITY,
P.O. BOX 1391-70100,

GARISSA

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

TABLE OF CONTENTS

CONTENTS	PAGE No.
SECTION I: INVITATION FOR TENDERS	2
SECTION II: INSTRUCTIONS TO TENDERERS	2
SECTION III: QUALIFICATION CRITERIA	10
SECTION IV: CONDITIONS OF CONTRACT	14
SECTION V: APPENDIX TO FORM OF AGREEMENT	23
SECTION VI: STANDARD FORMS	26
SECTION VII: CONTRACTOR'S EVALUATION CHECKLIST	53
SECTION VIII: SPECIFICATIONS, DRAWINGS AND BILLS OF QUANT	TITIES 53

1

SECTION I: INVITATION FOR TENDERS

TENDER REFERENCE No. KeRRA/011/GSA/39/44/2020-2021

TENDER NAME: MAINTENANCE OF SAKA-SANKURI (C 251) ROAD IN BALAMBALA CONSTITUENCY.

- 1.1 The Kenya Rural Roads Authority invites sealed tenders for the improvement **Road Works.**
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents (and additional copies) at **Deputy Director**, **Kenya Rural Roads Authority**, **P O Box 1391-70100**, **Kismayu Road Garissa or KeRRA** website during normal working hours.
- 1.3 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.
- 1.4 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.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at Garissa Deputy Director's Office or to be addressed to Deputy Director, Kenya Rural Roads Authority, P O Box 1391-70100 Garissa, so as to be received on or before the date and time indicated in the tender notice.
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at **Carissa Deputy Director's Boardroom.**

SECTION II: INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS

	CLAUSE	PAGE
1.	GENERAL	4
2.	TENDER DOCUMENTS	5
3.	PREPARATION OF TENDERS	5
4.	SUBMISSION OF TENDERS	6
5.	TENDER OPENING AND EVALUATION	7
6.	AWARD OF CONTRACT	8
7	CORRUPT AND FRAUDULENT PRACTICES	9

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 certified documents with their tenders, unless otherwise stated:
 - (a) Prequalification in the region. (For open tender).
 - (b) Certified Certificate of Incorporation.
 - (c) Registration with National Construction Authority for the applicable class valid at the date of tender submission-NCA 7 and above.
 - (d) Certified VAT Registration Certificate.
 - (e) PIN registration certificate.
 - (f) Valid Tax Compliance Certificate.
 - (g) Proof of financial soundness.
 - (h) For AGPO Tenders the following should be provided with the bid; Certificate for small works and engineering, CR12 for twelve months, ID or National Passport of the Directors.
- 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.1,000.00 for bidders who purchase hardcopy of the document from KeRRA Office, alternatively its free to download from KeRRA Website.
- 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 **as indicated in the advertisement**

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.
- 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) Bill of Quantities for lump-sum Contracts
 - (c) 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. 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 Builders' 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 III: QUALIFICATION CRITERIA

Qualifi	cation Criteria		Compliance Requirements	Documentation	
No.	Subject	Requirement	Single Entity	Submission Requirements	
1. Elig	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 7 and above for Road Works.	Must meet requirement	Refer to standard form section 7	

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	Must meet requirement by itself or as party to past			
	Performing	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	<u> </u>			
		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	<u> </u>			
	Contracts	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	<u> </u>			
		information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute	<u> </u>			
		disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute	<u> </u>			
		settled dispute or litigation is one that has been resolved in accordance with the Dispute	<u> </u>			
		that has been resolved in accordance with the Dispute	or as party to past			
		accordance with the Dispute				
		1				
		Resolution Mechanism under the				
		respective contract, and where all				
		appeal instances available to the				
		applicant have been exhausted.				
2.2	Pending	All pending litigation shall in				
	Litigation	total not represent more than fifty	Must meet requirement by itself	Refer to	standard	form
		percent (50%)] of the Applicant's	= -			101111
			or as party to past	Section 7		
3.1		,				
	Performance	_				
			Not applicable			
		` '	Not applicable.			
		**				
		position and				
				Refer to	standard	form
				section 7		
		its prospective long term	(a) Not applicable			
		profitability, and	(a) Not applicable.			
		(b) capacity to have a cash flow	(b) Not applicable			
		amount of minimum KShs	(0) Not applicable.			
		1(one) Million equivalent				
1		working capital				
3.1	Financial Performance	net worth and shall be treated as resolved against the Applicant. Submission of audited balance sheets 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 minimum KShs 1(one) Million equivalent	Not applicable. (a) Not applicable. (b) Not applicable.		standard	f

3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of KShs 1 [one] Million, calculated as total certified payments received for contracts in progress or completed, within the last three(3) years	Not applicable.	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 five years prior to the applications submission deadline	Not applicable.	Refer to standard form section 7
4.2(a)	Specific Construction Experience	Participation as contractor, management contractor or subcontractor, in At Least Two (2) No. Contracts Within The Last Five (5) Years, Each With A Value Of At Least Kshs; 3,000,000.00 (Three 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	Not applicable.	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 one (1) of: - Routine maintenance - Spot improvement & rehabilitation works - Any other works of similar nature.	Not applicable.	Refer to standard form section 7
4.3	Work Methodology	Submission of a brief work methodology	Not Applicable	Refer to standard form section 7
5. Equ	ipment Holding			
5.1	Minimum number of Equipment	The bidder must indicate and provide proof ownership or leasing of at least two (2) different core plant and equipment for undertaking the project to completion within the completion time.	Must meet the requirement	Refer to standard form section 7
6. Cur	rent Commitme	nt		
6.1	On-going contracts	The total value of current works on the on-going contracts must not exceed KShs.10 (Ten)Million	Not applicable.	
7. Site	Staff			

SECTION IV: CONDITIONS OF CONTRACT

	Table of Clauses	Page
1.	DEFINITIONS	20
2.	CONTRACT DOCUMENTS	21
3.	EMPLOYER'S REPRESENTATIVE'S DECISIONS	21
4.	WORKS, LANGUAGE AND LAW OF CONTRACT	22
5.	SAFETY, TEMPORARY WORKS AND DISCOVERIES	22
6.	WORK PROGRAM AND SUB-CONTRACTING	22
7.	THE SITE	22
8.	INSTRUCTIONS	23
9.	EXTENSION OF COMPLETION DATE	23
10.	MANAGEMENT MEETINGS	24
11.	DEFECTS	24
12.	BILLS OF QUANTITIES	25
13.	VARIATIONS	25
14.	PAYMENT CERTIFICATES AND FINAL ACCOUNT	26
15.	INSURANCES	27
16.	LIQUIDATED DAMAGES	27
17.	COMPLETION AND TAKING OVER	27
18.	TERMINATION	27
19.	PAYMENT UPON TERMINATION	28
20.	CORRUPT GIFTS AND PAYMENTS OF COMMISSION	28
21.	SETTLEMENT OF DISPUTES	29

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.
- 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 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	1/2/3 Months-As applicable.
Bid Security	Not applicable-N/A.
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	Roads Asset Manager-RAM (Maintenance), Kenya Rural Roads Authority P.O. Box 48151-00100 Nairobi
Name and Address of Engineer's Representative	Deputy Director, Kenya Rural Roads Authority P. O. Box 1391-70100 Garissa
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)

Item	Data
Amount	0% of sum stated as the Contract Price.
Form	Bank Guarantee or Insurance Bond issued by PPOA approved insurance companies.
Requirements of Contractors Design	Not applicable.
Programme ⇒ Time of Submission	Within 7 days of Commencement Date.
⇒ Form of Programme	Bar Chart.
□ Interval Updates	As requested by the Regional Manager
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	10% of contract price.
Form of Guarantee for Advance Payment	Bank Guarantee.
Valuation of Works	Re-measurements with Bills of Quantities
Repayment Schedule for Advance Payment	0 % instalments from 1 st three certificates.
Currency of Payment	Kenya Shilling
Rate of Interest	Simple Interest at a rate of 0% above means Base Lending Rate as issued by the Central Bank of Kenya.
Insurance	Required.
Insurance	Amount of Cover.
□ The Works, materials plants & fees- □ Contractor's All risks	The Contract Price stated in the Agreement +15% replacement cost of equipment on site.
	As per work injury benefits act 2007 laws of Kenya

Iten	1	Data
\Rightarrow	Third party injury to persons and damage to property	
\Rightarrow	Workers compensation (WIBA- worker's injury benefits policy)	
Arb	itration	
\Rightarrow	Rules	CAP 49 of the Laws of Kenya
\Rightarrow	Appointing Authority	Chairman Chartered Institute of Arbitrators,
	-	Kenya Branch.
\Rightarrow	Place of Arbitration	Kenya Rural Roads Authority, Headquarters

SECTION VI: STANDARD FORMS

Table of Contents

CONTENTS:	PAGE
FORM OF INVITATION FOR TENDERS	27
FORM OF TENDER	28
LETTER OF AWARD	29
FORM OF TENDER SECURITY	30
PERFORMANCE BANK GUARANTEE	31
BANK GUARANTEE FOR ADVANCE PAYMENT	33
QUALIFICATION INFORMATION	36
CONFIDENTIAL BUSINESS QUESTIONNAIRE	37
SCHEDULE OF LABOUR: - BASIC RATES	39
CERTIFICATE OF TENDERER'S VISIT TO SITE	40
FORM OF WRITTEN POWER-OF-ATTORNEY	41
KEY PERSONNEL	42
SCHEDULE OF THE PROPOSED APPROPRIATE EQUIPMENT	43
SCHEDULE OF COMPLETED CIVIL WORKS CARRIED OUT IN THE PREVIOUS YEARS	44
SCHEDULE OF ONGOING PROJECTS	45
OTHER SUPPLEMENTARY INFORMATION	
ADJUDICATOR'S AGREEMENT	47
FRAUD & CORRUPTION	49
ENVIRONMENTAL AND SOCIAL COMMITMENT	
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD	51
DECLARATION FORM	52

FORM OF INVITATION FOR TENDERS

	[Date]
	[Name of Contractor] [Address]
Dear Sirs:	
Reference:	[Contract Name]
You are qualified to tender for the abo	ve Contract.
We hereby invite you and other qualific completion of the Works.	ed Tenderers to submit a Tender for the execution and
A complete set of Tender documents n	nay be purchased from
[Mailing address	s, cable/telex/facsimile numbers].
Upon payment of a non-refundable fee	of Kshs
All Tenders shall be accompanied by . Security in the form and amount of Ks	number of copies of the same and a Tender hsand shall be delivered to:
[Address and lo	cation]
	(time and date). Tenders will be opened immediately derers' representatives who choose to attend.
Please confirm receipt of this letter and	d your intention to Tender in writing.
Yours faithfully,	
	Authorised Signature
	Name and Title

FORM OF TENDER

TO	: [Name of Employer]
[Da	te]
[Na	nme of Contract]
Dea	r 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
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
4.	Unless and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. rece	We understand that you are not bound to accept the lowest or any Tender you may eive.
	Dated this
	Signaturein the capacity of
	duly authorized to sign Tenders for and on behalf of
	[Name of Tenderer]of
	[Address of Tenderer]
	Witness: Name
	Address
	Signature
	Date

LETTER OF AWARD

[Letterhead paper of the Employer]
[Date]
To:
[Address of the Contractor]
Dear Sir,
This is to notify you that your Tender dated. for the execution of [name of the Contract and identification number, as given in the Tender documents] for the Contract Price of Kshs
You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.
Authorized Signature
Name and Title of Signatory
Attachment:

FORM OF TENDER SECURITY

Tende	rer") ha	as submitted a Tender dated		for the Rehabilitation/Spot
		of(Name of Contract)		
office Kshs Emplo	at	PEOPLE by these presents the	"the Bank"), are bound to led "the Employer") in to ment well and truly to be sors and assigns by these	unto he sum of e made to the said e presents sealed with the
THE C	CONDI	TIONS of this obligation are:		
1.		er Tender opening the Tendere ty specified in the Instructions		during the period of Tender
2.		Tenderer, having been notifieg the Period of Tender validity	-	is Tender by the Employer
	(a)	fails or refuses to execute Instructions to Tenderers, if		ent in accordance with the
	(b)	fails or refuses to furnish Instructions to Tenderers;	the Performance Securi	ty, in accordance with the
	We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurrence condition or conditions.			
E		s guarantee will remain in ford d of Tender validity, and any d late		
	•••••	[Date	[Signature of t	he Bank]
	•••••	[Witness]	[Seal]	

TENDER-SECURING DECLARATION FORM (FOR SPECIAL GROUPS ONLY) [The Bidder shall complete in this Form in accordance with the instructions indicated] Tender No. [......] To: [..... insert complete name of Employer] 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. -We understand that this Bid Securing Declaration shall expire if we are not the successful bidder, upon the earlier of -Our receipt of a copy of your notification of the name of the successful Bidder; or 1(i) Twentyeight days after the expiration of our Tender. 1). 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.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]

PERFORMANCE BANK GUARANTEE

To:	(Name of Employer)	(Date)
	(Address of Employer)	
Dear Sir,		
		he Contractor") has undertaken, in
(hereinafter called "the Works		to execute
furnish you with a Bank Gu	-	Contract that the Contractor shall for the sum specified therein as ith the Contract;
AND WHEREAS we have ag	greed to give the Contractor suc	h a Bank Guarantee:
behalf of the Contractor, up figures) Kenya Shillings	undertake to pay you, upon you sum or sums within the (amount of Guarantee in w	rantor and responsible to you, on (amount of Guarantee in (amount of r first written demand and without e limits of Kenya Shillings yords) as aforesaid without your and for the sum specified therein.
We hereby waive the necession presenting us with the demand		debt from the Contractor before
of the Works to be performed made between you and the Co	d thereunder or of any of the C	on of the terms of the Contract or contract documents which may be se us from any liability under this on, or modification.
This Guarantee shall be valid 8.2 (Taking-Over Notice), of		nployer's notice under Sub-Clause
SIGNATURE AND S	EAL OF THE GUARANTOR	
Name of Bank	·	
Address		

BANK GUARANTEE FOR ADVANCE PAYMENT

To: [Name of Employer](Date)	
[Address of Employer]	
Gentlemen,	
Ref: [name of Contract]	
In accordance with the provisions of the Conditions of Contract of the above-ment	
Contract, We, [name and Address Contractor] (hereinafter called "the Contractor") shall furnish you with a Bank guarantee	
recognised Bank for the sum specified therein as a security for compliance with his obligation	
in accordance with the Contract in an amount of Kshs. [amount of Guar	
in figurers] Kenya Shillingsamount	
Guarantee in words].	
We, the[bank or financial institution], as instructed by the Contra	actor
agree unconditionally and irrevocably to guarantee as primary obligator and not as S	
merely, the payment to [name of Employer] on his	
demand without whatsoever right of objection on our part and without his first claim t	o the
Contractor, in the amount not exceeding Kshs[amount_not_exceeding Kshs	nt of
	llings
[amount of Guarantee in wo	_
We further agree that no change or addition to or other modification of the terms of the Contract documents which me	
or of the Works to be performed thereunder or of any of the Contract documents which m made between [name of Employer] and the Contractor, sh	•
any way release us from any liability under this Guarantee, and we hereby waive notice o	
such change, addition or modification.	1 dily
This Guarantee shall remain valid and in full effect from the date of the Advance Payment u	
the Contract until (name of Employer) receives	full
payment of the same amount from the Contract.	
Yours faithfully,	
Signature and Seal	
Name of the Bank or financial institution	
Address	
Date	
Witness: Name:	
Address:	

FORM OF AGREEMENT

THIS AGREEMENT is made on theday of		
Kenya Rural Roads Authority, GARISSA REGION of P.O. BOX 1391 - 007100, Garissa, Kenya hereinafter called the "EMPLOYER "of the one part		
hereinafter called the CONTRACTOR of the other at their tender sums of 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 at their Tender Sum of Kshs;(Amount in Figures)		

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
	Region
	(Deputy 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 – Gener	al		
Business Name			
Location of bus	iness premises;	Country/Town	
Plot No		Street/Road	
Postal Address.		Tel No	
Nature of Busin	iess		
Current Trade I	Licensee No	Expiring date	
Maximum valu	e of business which	h you can handle at any time: K	shs
Name of your E	Bankers		
Branch			
Part 2 (b) – Part 2	artnership		
Give details of	partners as follow	vs:	
		Citizenship Details	
2			
3			
Part 2(c) – Re	egistered Compan	y:	
Private or publ	lic		
State the nomi	nal and issued capi	ital of the Company-	
Nominal Kshs			
Inna d Walan			

Give details of all d	lirectors as follows:		
Name in full	. Nationality.	Citizenship Details*.	Shares
1			
2			
3			
4			
Part 2(d) – Interes	et in the Firm:		
Is there any person	/ persons in Kenya l	Rural Roads Authority who	
has interest in this f	firm? Yes/No	(Delete as necess	sary)
I certify that the inf	Formation given above	ve is correct.	
(Title)	(Signature		

(Title)

^{*} Attach proof of citizenship

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 informatio	n 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
held on
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 (as per qualification criteria)

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

I certify that the above information	on 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		
10	Motor Grader	1		
11	Crawler Tractor	1		

The Bidder must attach cert	tified copies of log books or lea	se agreement of the following
I certify that the above info	rmation 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
certify that the above Civil W			mpleted by ourselve

I certify that the above Civil	Works were successfully of	carried out and co	mpleted by ourselve
(T:41a)	(Ci an atuma)		(Data)
(Title)	(Signature)		(Date)

SCHEDULE OF ONGOING PROJECTS

DESCRIPTION OF WORK AND CLIENT	CONTRACT PERIOD	DATE OF COMMEN- CEMENT	DATE OF COMPLETIO N	TOTAL VALUE OF WORKS (KSHS.)	% COMPLET ED TODATE

I certify that the above Ci information is correct.	vil Works are being carried or	ut by ourselves and that the above
(Title)	(Signature)	(Date)

OTHER SUPPLEMENTARY INFORMATION

I.	-	the last three years, balance she List them below and attach copie	-	atements,
			• • • • • • • • • • • • • • • • • • • •	
2.	Evidence of access to	financial resources to meet the c	qualification requiremen	nts. Cash
		etc. List below and attach copie	-	
			•••••	
	•••••		• • • • • • • • • • • • • • • • • • • •	
	••••••		• • • • • • • • • • • • • • • • • • • •	
3.	*	phone, telex, fax numbers of the ontacted by the Employer.	e Tenderer's Bankers	who may
	-			
4.	Information on curren	t litigation in which the Tenderer	r is involved.	
	OTHER PARTY (IES)	CAUSE OF DISPUTE	AMOUNT	
			INVOLVED	
			(KSHS)	
	I certify that the above	e information is correct.		
• • •	Title	Cianatura	Dota	
	11110	Signature	Date	

ADJUDICATOR'S AGREEMENT

Ide	ntification of Project:
(the	e "Project")
Naı	me and address of the Employer:
	·······
(the	e "Employer")
	me and address of the Contractor:
	······································
Naı	me and address of the Adjudicator:
	······································
Coı	nereas the Employer and the Contractor have entered into a Contract ("the intract") for the execution of the Project and wish to appoint the Adjudicator to as adjudicator in accordance with the Rules for Adjudication ["the Rules"].
The	e 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
	A daily fee of

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

Receipts will be required for all expenses.

3.	The Adjudicator agrees to act as Adjudicator in accordance with the Rules and
	has disclosed to the Parties any previous or existing relationship with the
	Parties or others concerned with the Project.
	·

Parties o	r others concerned with the Project.
_	reement shall be governed by the laws
	guage of this Agreement shall be
SIGNED) BY
For and o	on behalf of the Employer in the presence of
Witness Name Address Date	
) BY
For and o	on behalf of the Contractor in the presence of
Witness Name Address Date	
SIGNED) BY
For and o	on behalf of the Adjudicator in the presence of
Witness	
Name Address Date	
	This Agrof The Language SIGNED For and of Witness Name Address Date SIGNED For and of Witness Name Address Date SIGNED For and of Witness Name Address Date

FRAUD & CORRUPTION

- 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.
- 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 of20	
Signature	in the capacity of	
duly authorized to sign T	enders for and on behalf of [Name of Tendere	er] of
	[Address of Tenderer]	
	[Seal or Stamp of Tenderer]	

ENVIRONMENTAL AND SOCIAL COMMITMENT

I have taken due note of the import and regulations.	ance to comply with environmental and social standards
I, the undersigned, [representative of [] acting as the duly authorized],
tender No [undertake to comply, and ensure the environmental and labour standards country of implementation of the Particular International Labour Organisation of In addition, I also undertake to ado	a bid for [] in accordance with the invitation to
Dated this	day of20
Signature	in the capacity of
duly authorized to sign Tende	
	[Address of Tenderer]
	[Seal or Stamp of Tenderer]

FORM RB 1

REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NOOF20
BETWEENAPPLICANT
AND
Request for review of the decision of the (Name of the Procuring Entity) of
I/We,the above named Applicant(s), of address: Physica addressFax NoTel. NoEmail, 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 onday of
SIGNED Board Secretary

DECLARATION FORM

То			Date
Th	e tenderer i.e. (Name	e and address)	
		· ·	declare the following:
ŕ	Has not been involved	red from participating in p ved in and will not be invo public procurement.	ublic procurement. lved in corrupt and fraudulent
	Title	Signature	Date
(To	o be signed by autho	orized representative and of	ficially stamped)

SECTION VII: CONTRACTOR'S EVALUATION CHECKLIST

Supervision Check List (1/2)

	Project Title:						The En Repres							
	Contractor:									roject				
2. Fil		(day/mon	neer to check contractor's work execution process. th), mark as indicated in Filling Example, and state remarks. ogress Report.								Resident Engin		eer	
				before			Dur	ing e	xecu	tion	1		after	Remarks
	Item		Check Point	Date /	Date /	Date /	Date /	Date /	Date /	Date /	Date /	Date /	Date /	Reason for unsatisfactory performance (Site diary No.) Corrective order by authority (Date) Excellent point to be specified
1	Execution system in general	1-1	Works Execution Programme (including its revised version if any) is submitted before the date specified in contract document											
		1-2	Works Execution Programme properly reflects the given specifications and site conditions											
		1-3	Execution procedures are in accordance with Works Execution Programme											
2	Equipment holding	2-1	All equipment used are properly mobilized in accordance with Works Execution Programme											
		2-2	All equipment used is well maintained during the execution of works			П			П					
3	Contractor's in- house staff	3-1	Qualified technical staff of contractor are properly assigned as specified in Works Execution Programme						П					
		3-2	Contractor's in-house key staff understand work process and schedule properly			П	П		П	П				
		3-3	Contractor's in-house staff give technical guidance and direction to workers and operators properly and timely											
		3-4	Communications with authority in writing is properly and timely											
4	Personnel employment	4-1	Workers and operators are deployed in accordance with Works Execution Programme											
		4-2	Wage payment is properly made on time											
5	Site base facilities	5-1	Office and stockyard are prepared in accordance with Works Execution Programme											
		5-2	Site is well maintained during the work execution and cleared on completion			П			П			П		
		5-3	Material stored on site is properly managed during the work execution						П				521	
6	Quality and quantity management	6-1	Material testing, structural examination, and measurements are properly and routinely conducted based on specifications and Works Execution Programme				П	П			П			
Filling Example: / Check point is satisfactory. Check point is unsatisfactory. N/A Not applicable														

Supervision Check List (2/2)

Corrective order by authority (Chas) Correction of the correction of the contract correction of control or within the correction of corrections Corrective order by authority (Chas) Correction of the correction of the correction of the control or within the correction of corrections Corrections Correction of the correction of the control or within the correction of the correction of the specification. Correction of the correction of the control or within the correction of the correction of the property of the specification. Correction of the correction of the control or within the correction of the correction of the correction of the property of the specification. Correction of the property of the specification. Correction of the property of the post of the property o														
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Titem Check Point Data	2. Fill in date of checking as	day/moi	nth), mark as indicated in Filling Example, and state remarks.											Resident Engineer
Corrective order by substity (Cook) Consective order by substity (Cook) Corrective order by substity of substitution o				before			Dur	ing e	xecu	ition			after	Remarks
Grantity management 6-2 within the specifications	Item		Check Point	Date	Date	Date	Date	Date /	Date	Date	Date /	Date /	Date	Corrective order by authority (Date)
6-3 properly compiled as reports for confirmation 7. Work scheduling 7.1 Understanding of critical path and its reflection on scheduling are proper 7.2 Actual proceedings are periodically compared to the planned schedule 6-scribed in Works Execution Programme 7.3 Actual proceedings are periodically compared to the planned schedule 6-scribed in Works Execution Programme 7.3 Changes caused by site conditions are properly handled to keep Works on schedule 7.4 All works are completed within the contract term or within the extended term as allowed 8.1 No accident occurs to workers, operators, or third-parties. 8.2 Safety of workers and operators is considered 8.2 Safety of workers and operators is considered 8.3 Traffic and site safety devices are properly installed and managed 8.4 Traffic and site safety devices are properly installed and managed 8.5 Temporary facilities (e.g. scaffolding) are constantly checked 9.1 Environmental and social municagement 9 Environmental and social municagement 9 Environmental and social municagement 9 Damage to existing roads, works and services is avoided or are repaired when it occurs 9 Damage to existing roads, works and services is avoided or are repaired when it occurs 9 Transportation by whicles is properly done with no overloading, and	quantity	6-2	within the specifications.											
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9-3 when it occurs Transportation by vehicles is properly done with no overloading, and	management	9-2	Waste material from site is properly disposed					П						
		9-3	when it occurs											
9-4 neither material falling, leakage, nor spillage.		9-4						П	П					

■ Check point is unsatisfactory

N/A Not applicable

Filling Example: ✓ Check point is satisfactory

SECTION VIII: SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES STANDARD SPECIFICATIONS

The Standard Specifications referred to in this document is the *Standard Specifications for Road and Bridge Construction*, 1986 Edition published by the Ministry of Transport and Communications. This document shall form part of the Contract.

Work shall be carried out in accordance with the Standard Specification except as supplemented or revised in the Special Specification.

I. SPECIFICATIONS

Contents:

SECTION 0	1: PRELIMINARY AND GENERAL ITEMS	E-1
01-40-001:	Mobilisation and Establishment of the Site	E-1
01-40-002:	Clearance on completion	.E-1
01-40-003:	Insurances and Securities.	E-1
0140-004:	Quality Control Tests.	E-2
01-40-005:	Publicity Sign Boards	
01-40-006:	Traffic Control.	E-2
01-40-007:	Drinking Water	E-3
SECTION 0	2 SETTING OUT.	E-4
02-50-001	Setting Out Horizontal Alignment	
SECTION 0	4 SITE CLEARANCE	. E-5
04-50-002	Grass cutting	E-5
04-50-003	Bush Clearing (heavy)	E-6
04-50-004	Bush Clearing (Light)	
04-50-005	Pruning Tree Branches	
04-50-006	Trees and Stumps Removal	E-7
04-50-007	Trees and Stumps Removal (>450mm girth)	.E-7
04-50-009	Rock/Boulder Removal	E-8
04-50-010	Stripping and Grubbing	.E-8
SECTION 0	5	
EARTHWO	RKS	E-10
05-40-001:	Re-Establishment of the Vertical Alignment	E-10
05-50-007:	Excavation to Level.	E-10
05-50-003:	Side-drain Excavation (Soft Material)	E-11
05-50-004:	Side-drain Excavation (Hard Material)	.E-12
05-50-005:	Mitre Drains/Catch water Drains	E-12
05-50-008:	Spreading and Compaction for Camber formation	E-13
SECTION 0	7:	
EXCAVATI	ON AND FILLING FOR STRUCTURES	E-14
07-50-002	Excavation for Drainage Structures	E-14
SECTION 0	8 CULVERT AND DRAINAGE WORKS	.E-15
08-50-002:	Ditch Cleaning-manual	E-15
08-60-001/00	5: Culvert cleaning - partially blocked	E-16
	0: Culvert cleaning - fully blocked	E-17
	5: Concrete Pipe Culverts	E-17
08-70-001	Headwall Repair - masonry	. E-19
08-70-002:	Headwall Repair - concrete.	
08-70-003	Minor Drainage Structures - masonry	E-20

08-70-004	Minor Drainage Structures - concrete	E-20
08-70-005	Scour Checks – concrete	E-21
08-70-006	Scour Checks – masonry	E-21
08-70-007	Scour Checks - wooden stakes	E-21
08-70-016	Stone Pitching.	.E-23
08-80-002	Gabion Installation.	
08-80-003	Rock fill to Gabions.	E-24
08-80-004	Drift Desilting	. E-25
08-80-005	Drift Repairs - Concrete	E-25
08-80-006	Drifts - Stone Pitching	.E-26
08-80-007	Drifts - Concrete.	E-26
08-80-008	At-level Scour Checks	E-26
08-80-009	Stone Chute Stabilisation.	E-27
08-80-010	Stone Post Chute Stabilisation	E-27
08-80-011	Stone Check Dams.	E-28
08-80-012	Stone and Post Check Dams	E-28
	GRADING AND GRAVELLING	E-29
10-50-002:	Carriageway Grading - heavy	
10-50-004:	Carriageway Grading - light	
10-80-004:	Removal of Overburden - labour	
10-80-009:	Removal of Overburden - equipment	
10-80-005:	Haulage - Overhaul	
10-80-007	Excavation; Free hand; Spreading and Compaction of Gravel-Labo	
10.00.000		E-32
10-80-008	Excavation; Free Haul, Spreading and Compaction of Gravel-Equi	-
10.00.010	D () 1 1D D'	.E-34
10-80-010	Restoration of Quarries and Borrow Pits	E-34
SECTION 13	NATURAL MATERIAL BASES	E-35
12-50-001	Hand Packed Stone Pitching.	
12-30-001	rand Packed Stone Pitching	E-33
SECTION 15	BITUMINOUS SURFACE TREATMENTS	E-36
15-70-008	Slurry Seal	
15-70-010	Surface Dressing – Single	
15-70-011	Surface Dressing – Double	
15-70-012	Cold Asphalt	
15-70-013	Otta Seal – Single	
15-70-014	Otta Seal – Double.	
SECTION 17	CONCRETE WORKS	E-42
17-40-001	Concrete Road Section.	
	ROAD FURNITURE	E-43
20-50-001:	Traffic Sign Maintenance	
20-50-002	Erection of Traffic Signs.	
20-50-004	Marker Post Replacement	
20-70-001	Guardrail Repair	
20-70-003	Erection of Guardrails	.E-45

SECTION 22 DAYWORKS. 22- Activity Codes			
SECTION 2	5: HIV/AIDS AWARENESS AND PREVENTION		
CAMPAIGN	N	E-47	
25-50-001	HIV/AIDS Awareness Campaign	E-47	
25-50-002	HIV/AIDS Prevention Campaign	E-47	
25-50-003	HIV/AIDS and Cross-cutting Issues	E-47	

SECTION 01: PRELIMINARY AND GENERAL ITEMS

Scope:

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

01-40-001 Mobilisation and Establishment of the Site

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

The Contractor shall ensure that all possible means of protection are given to the labour force at all times. Such protection shall include provision of high visibility clothing or vests, goggles and masks for workers in potentially dangerous locations or dealing with potentially harmful materials. The Contractor shall also maintain first aid kits with a minimum of the following items:-

- Non Stick wound dressing
- Selection of plaster/band aids
- Crepe bandages
- Gauze and cotton wool
- Antiseptic solution (washing wounds)
- Antiseptic cream Betadine, Burnol
- Pain killers Panadol, Disprin
- Anti diarrhoea Immodium, Diadis, Charcoal
- Anti histamine Piriton, Triludan
- Anti nausea Stemetil
- Eye ointment
- Oral re-hydration sachets
- Surgical gloves

Measurement and Payment:

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

01-40- 002 Clearance on Completion

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

Measurement and Payment

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

01-40-003 Insurance and Bonds

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

Measurement and Payment

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

01-40-004 Quality Control Tests

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

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

Measurement and Payment

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

01-40-005 Publicity Sign Boards

The Contractor shall provide Sign Boards as specified on the Drawings or as directed by the Engineer. The Sign Boards shall be placed at the beginning and end of the road or road section covered by this Contract.

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

Quality Control

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

Measurement: Number

The unit of measurement shall be number of Sign Boards erected

Payment

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

01-40-006 Traffic Control

The Contractor shall provide warning signs, fences, barriers, detours, which shall be properly

positioned in advance of the Works to ensure that traffic is well and safely accommodated for the duration of the Works.

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

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 satisfactory control measures are 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 02: SETTING OUT

Scope

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

02-50-001: Setting Out the Horizontal Alignment

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

The minimum standards as shown in Table 2.1 shall apply

Table 2.1 Alignment Standards

Standard	Flat and Rolling Terrain	Hilly Terrain
Horizontal Curves		
Desirable Minimum radius	100m	50m

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

Work Method

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

Quality Control

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

Measurement Unit: m

The measurement shall be the linear metres of the road

Payment

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

SECTION 04: SITE CLEARANCE

Scope

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

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

Table 4.1: Site Clearing Widths

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

04–50–002 Grass Cutting (Manual)

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

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

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

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

Work Method

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

Quality Control

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

Measurement: m²

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

Payment

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

04-50-003 Bush Clearing (Heavy)

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

Work Method

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

Quality Control

The Engineer shall check the cleared widths at 50 metre intervals

Measurement Unit: m²

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

Payment:

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

04-50-004 Bush Clearing (Light)

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

Work Method

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

Quality Control

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

Measurement Unit: m²

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

Payment:

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

04-50-005 Pruning Tree Branches

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

Work Method

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

Quality Control

The Engineer shall check for visibility improvement.

Measurement and Payment

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

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

Trees and Stumps outside the construction width but within the road reserve having a trunk girth of between 200-450mm at a point 600mm above the ground shall only be removed on the instruction of the Engineer.

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

Work Method

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

Quality Control

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

Measurement Unit: No.

The measurement shall be the number of trees and stumps removed.

Payment

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

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

All the requirements of item 04-003 shall apply for trees and stumps greater than 450mm girth. In addition any re-useable timber from trees removed shall be cut into logs not more than 1.5 metres long and stacked as directed by the Engineer.

Work Method

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

Quality Control

The Engineer shall approve the removal, backfilling and satisfactory disposal of all waste material. Measurement Unit: No

Measurement shall be the number of trees and stumps removed

Payment:

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

04 -50-009 Rock/Boulder Removal

The Contractor shall remove in a manner agreed by the Engineer, rocks and boulders greater than 1.5

m girth using labour and appropriate equipment as necessary. Boulders shall be disposed of outside the road area.

Work Method

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

Quality Control

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

Measurement Unit: Provisional Sum

A Provisional Sum shall be included for this item

Payment:

Payment shall be made on a Dayworks basis.

04-50-010 Stripping and Grubbing

The Contractor shall remove, over the widths shown in Table 4.1, topsoil including anthills, loose boulders up to 1.5m girth and other unsuitable material and deposit the debris outside the cleared area as directed by the Engineer.

Work Method

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

Quality Control

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

Measurement Unit m²

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

Payment

The unit rate shall be the full complete this item.	compensation for a	ll labour, tools and in	cidental expenses r	equired to

SECTION 05: EARTHWORKS

Scope

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

05-40-001: Re - Establishment of the Vertical Alignment

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

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

Vertical alignment standards shall be those set out in Table 5.1

Table 5.1 Vertical Alignment Standards

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

Work method

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

Quality Control:

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

Measurement Unit: m

The measurement shall be linear metres of road alignment set out

Payment:

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

05-50- 007 Excavation to Level and Compaction

The Contractor shall cut material to form the level road platform and place the excavated material as fill or in spoil areas approved by the Engineer. Where material needs to be borrowed excavation shall only be from borrow areas approved by the Engineer.

The fill layers to be compacted shall not exceed 150mm loose depth.

Compaction of the fill material shall be carried out from the edges to the centre by overlapping passes of the compaction equipment. The number of passes shall be as directed by the Engineer dependent upon the equipment used and the material being compacted. Unless otherwise instructed the moisture content of the material shall be within \pm 2% of optimum. Where additional moisture is required water shall be applied in an even manner such that no longitudinal or transverse flow occurs.

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

Work Method

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

Quality Control

- The width of the platform shall be checked at intervals of 50 m and shall have a tolerance of + / 50mm.
- The level platform shall be horizontal in the transverse direction and shall have a tolerance of + / 15 mm under a 2 metre straight edge.
- The longitudinal profile shall have a maximum tolerance of + / 50 mm over a 30m length of gradient.
- Compaction shall show no movement of material under the roller.
- Compaction test standard shall be 95% MDD (AASHTO T99)

Measurement Unit: m³

The measurement shall be the volume of compacted fill material forming the level platform.

Payment

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

05-50-003: Side-drain Excavation (Soft Material)

The Contractor shall excavate side drains to the profiles shown on the Drawings or as directed by the

Engineer.

The material from the excavations shall be used for the formation of the camber. Where additional material is required to achieve the required camber, the widths of the side drains may be increased, with

the approval of the Engineer.

Locations of the side drains shall be as shown on the Drawings or as directed by the Engineer, and the

Contractor shall use the appropriate ditch template to control the excavations

Work method

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

Quality Control

• The dimensions of the side drains shall be checked at 50m intervals and shall have a tolerance of

<u>+</u> 50mm

• The longitudinal profile of the side drains shall be checked at 30m intervals and shall have a

tolerance of +/-50mm.

Measurement Unit m³

Measurement shall be the volume of material excavated to form the side drains, and deposited for

camber formation.

Payment

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

carrying out the work.

05-50-004 Side-drain Excavation (Hard material)

Where, in the opinion of the Engineer, the material to be excavated to form the side drains may be classified as hard the Contractor shall carry out the excavation in accordance with 05-003 and shall be

compensated under this item,

Work Method:

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

Quality Control:

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

Measurement Unit: m³

The measurement shall be the volume of material excavated and deposited to form the camber

Payment:

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

05-50- 005 Mitre Drains/Catchwater Drains

i. Labour ii. Equipment

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

Work Method

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

Quality Control

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

Measurement Unit: m^3

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

Payment

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

05-50-008 Spreading and Compaction for Camber Formation

The Contractor shall spread and compact the material deposited from the side drains to form the camber on the road, in accordance with the Drawings or as directed by the Engineer, and shall check the profile with the appropriate camber board.

Compaction shall be carried out from the edges to the centre line by overlapping passes of the compaction equipment. The number of passes shall be as directed by the Engineer dependent upon the

equipment used and the material being compacted. Unless otherwise instructed the moisture content of the material shall be within \pm 2% of optimum. Where additional moisture is required water shall be applied in an even manner such that no longitudinal or transverse flow occurs.

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

Work method

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

Quality Control

- The width of the carriageway including the shoulders shall be checked at 50m intervals and shall have a tolerance of +50/-20 mm.
- The camber shall be checked 50m intervals and shall have a tolerance of $\pm 1\%$.
- Compaction shall show no movement of material under the roller
- Compaction test standard shall be 98% MDD (AASHTO T99)

Measurement Unit m²

The measurement shall be the area of camber formed, according to the specified carriageway width and measured length of road.

Payment

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

SECTION 10: GRADING AND GRAVELLING

Scope:

Grading covers the work of the reinstating of the road carriageway to the correct camber by removing the high points and filling gullies, corrugations, and wheel ruts to restore a smooth running surface. Gravelling consists of the excavation, loading, hauling, dumping and spreading of gravel wearing course material on the formation of the road carriageway. Gravel shall include lateritic gravel, quartzitic gravel, calcareous gravel, decomposed rock, soft stone coral rag, clayey sand and crushed rock.

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

Table 10.1: Requirement for Gravel Wearing Course

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

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

PLASTICITY IN	DEX REQUII PI	REMENTS
Zone	Min	Max
WET: Mean annual rainfall	5	20
DRY: Mean annual	10	30

BEARIN	G STRENGT	Ή
Traffic		DCP
VPD	CBR	Equivalent
		mm/Blow
>15	20	11
<15	15	14
CBR at 95 % MD	DD, Modified	AASHTO
and 4 o	days soaking	

Lower quality material (CBR 15) may be accepted if no better material can be found

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

Alternative sources of gravel material whose quality can be shown to be in compliance with the specification requirements may be used, with the approval of the Engineer and at no extra cost to the

Employer. The Contractor is deemed to have included in his rates for the provision of the gravel material.

10-50-002 Carriageway Grading – Heavy Grading

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

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

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

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

Work Method

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

Quality Control

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

Measurement Unit: m²

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

Payment

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

10-50-004: Carriageway Grading - Light Grading

The Contractor shall grade the carriageway to control roughness and corrugations using either a Towed or a Motor grader. The width of the carriageway shall be as specified for the Road Class.

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

The material shall be bladed toward the centre of the road, starting from both edges, to the specified camber. Where instructed by the Engineer, suitable materials from the side drains may be used to fill potholes and gullies in the carriageway. Any further material needed to re-form the camber shall be from an approved source. Compaction shall be achieved using the wheels of the equipment, tracked evenly over the full surface, or by other approved means. No grading shall be carried out in dry conditions.

Work Method

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

Quality Control

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

Measurement Unit: m²

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

Payment

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

10-80- 004 Removal of Overburden - Labour 10-80- 009 - Equipment

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

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

Work Method:

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

Quality Control

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

Measurement Unit: m³

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

Payment

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

10–80- 005 : Haulage (Overhaul beyond 1.5km)

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

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

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

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

Quality Control:

- No haulage equipment shall be used until its capacity has been ascertained by the Engineer
- The quality of gravel dumped on the road shall be according to the Specifications
- The quantity of material delivered in each load shall be checked before dumping is allowed
- The distance between the stacks shall be checked to ensure the required compacted thickness will be achieved.

Measurement Unit: m³km (Overhaul)

The Contractor shall allow in the rates for item 10-80-007 for a 'free' haul distance of 1.5km. The 'overhaul' shall be the distance, greater than 1.5km, to the centre point of the section where the gravel is being dumped and processed, measured along the shortest route as determined by the Engineer.

The measurement of overhaul shall be the product of the volume of the gravel hauled and the distance to the centre point as indicated above.

Payment

The unit rate shall include full compensation for labour, tools, equipment, and incidental costs

necessary to carry out the work.

Excavation, Free haul, Spreading and Compaction of Gravel

10-80-007 - Labour 10-80-008 - Equipment

Excavation of Gravel - Labour - Equipment

Gravel shall be excavated from quarries approved by the Engineer, and the Contractor shall inform the Engineer if the quality/availability of the gravel changes during the course of excavation. Excavation and loading shall normally be by labour unless, at the request of the Contractor, the Engineer allows the use of equipment.

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

Work Method

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

Quality Control:

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

Free haul, spreading and Compaction of Gravel

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

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

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

The Engineer may instruct the Contractor to carry out density tests on the compacted material to

ensure that an acceptable standard has been achieved.

Work Method:

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

Quality Control:

- The gravel surface width shall be checked at 100m intervals and shall have a tolerance of + /-50mm
- Trial holes shall be dug as directed by the Engineer to check the gravel thickness and shall have a tolerance of + 5mm / 0mm
- The camber shall be checked at 50m intervals and the maximum tolerance shall be +/-1 %
- The longitudinal profile shall be checked after the compaction of each load to ensure a smooth surface with no corrugations or depressions

Measurement Unit: m³

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

Payment

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

10-80-010 Restoration of Quarries and Borrow Pits

The Contractor shall level the ground, return the topsoil from the stockpiles, and uniformly spread the material over the full excavation area.

Adequate drainage provisions shall be made to protect the excavation areas, and where necessary appropriate protection measures shall be taken to avoid erosion of the spread topsoil layer. Grass and trees shall be replanted as directed by the Engineer.

Work Method

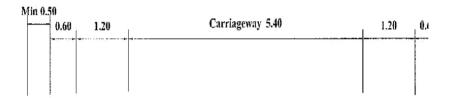
The Contractor shall use **Labour** and/or **Equipment** to carry out this item as agreed by the Engineer.

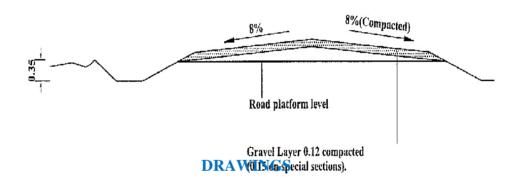
Quality Control

The Engineer shall check that the required measures have been satisfactorily taken.

Measurement and Payment: Provisional Sum

Payment shall be made on a Dayworks basis for the labour and equipment as directed by the Engineer



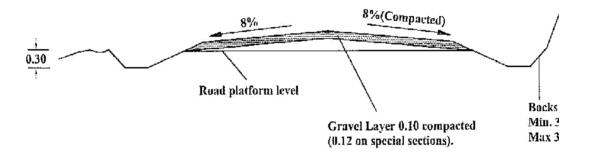


Notes:

1.All dimensions in metres

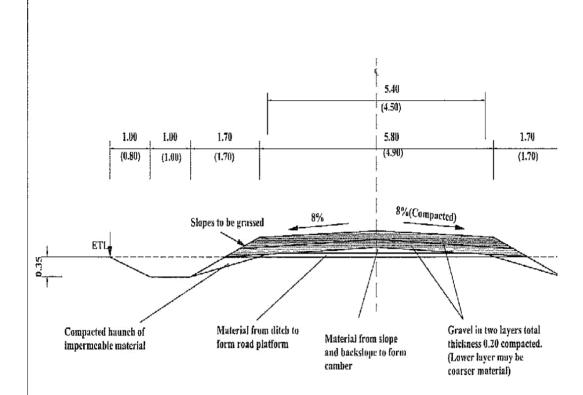
2.Traffic levels of > 200vpd may justify a carriageway width of 6.0m 3.Gravel thickness may be increased as directed by the Engineer



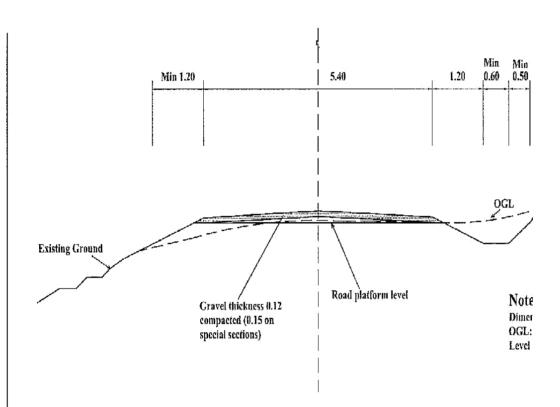


Notes:

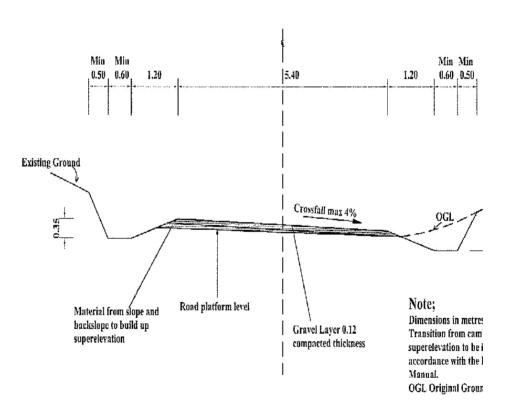
- 1.All dimensions in metres
- 2.Gravel thickness may be increased as directed by the Engineer



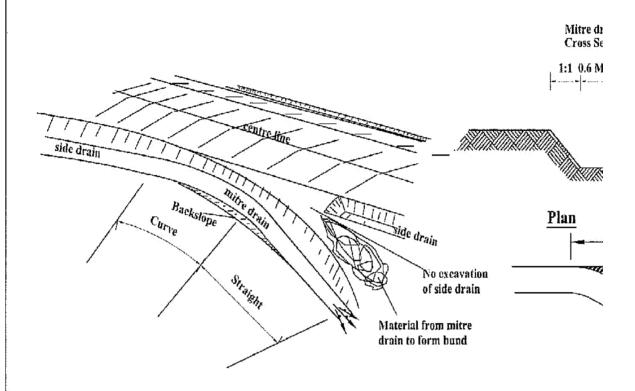
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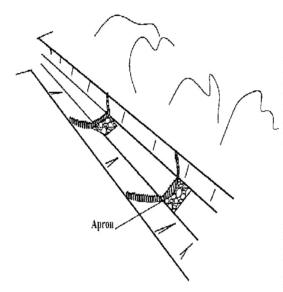


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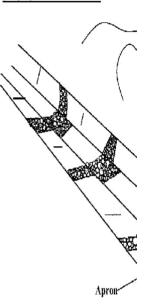


Notes
Location, direction and length of th
by the Engineer

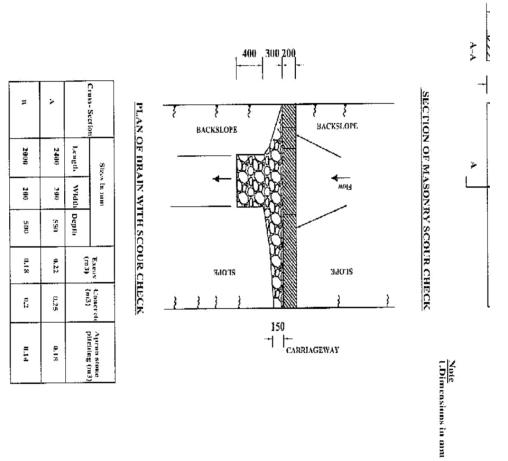
Scour checks made of wooden stakes



Scour checks made of stones



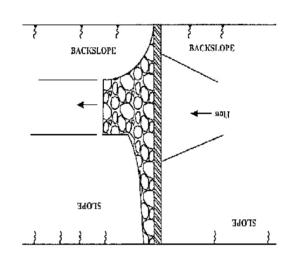
STONE WEIGHT:MIN 10KG STAKE DIAMETER: MIN. 0.10



U_D

A 2400 100 550 0.13 0.15 B 2000 100 500 0.10 0.09	Cross- Section	Sizes in mm	Sizes in mm	nm Depth	Excav Cone (m3) (m3)	Excav Concrete Apron (m3) (m3) gitchin (m3)
2400 100 550 0.13 2000 100 500 0.10		Length	Width	Depth		
2000 100 500 0.10	A	2400	100	550	0.13	0.15
	.	2000	100	500	01.0	60.0

PLAN OF DRAIN WITH SCOUR CHECK



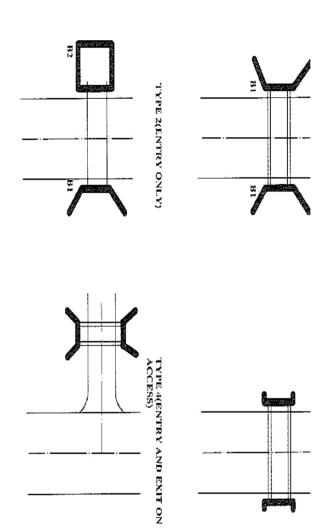
CARRIAGEWAY

NOTE 1.Dimensions in mm

SECTION OF CONCRETE SCOUR CHECK

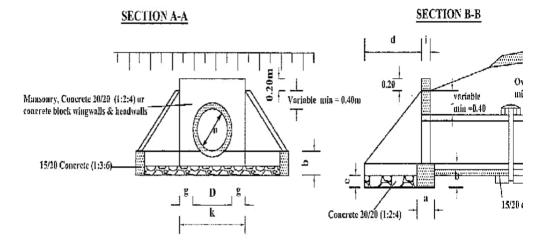
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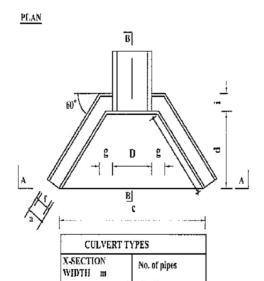
7.90



- NOTE

 1. The code numbers specify the shape and function and the code letter denotes the material;
 A = Concrete block
 B = Stone masonry
 C = Concrete





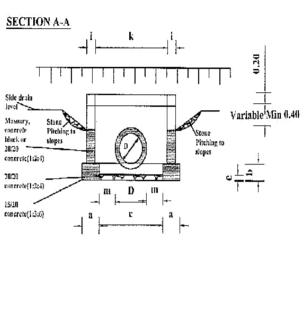
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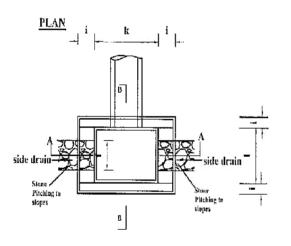
4.50

5.50

6.50

PIPE DIAMETE. IN M	Ķ	TYPE A and C CONCRETE BL			
		450	600		
DIMENSION a FOUNDATION	UNIT m	0.30	0.30		
b FOUNDATION	m	0.30	0.30		
c FOUNDATION	m	2.20	2.35		
d APRON	т	1.00	1.00		
e APRON	ĮΠ	0.20	0.20		
f WALL	m	0.20	0.20		
g WALL	m	0.30	0.30		
h WALL	m	1.15	1.15		
i WALL	ın	0.20	0.20		
k APRON	m	1.05	1.20		
MATERIAL REQU	TREM	ENT			
FOUNDATION					
(concrete)	m3	0.30	0.32		
HEAD/WINGWAL (Conrete/Masonry) APRON	LS m3	0.42	0.49		
(cocrete)	m3	0.33	0.36		



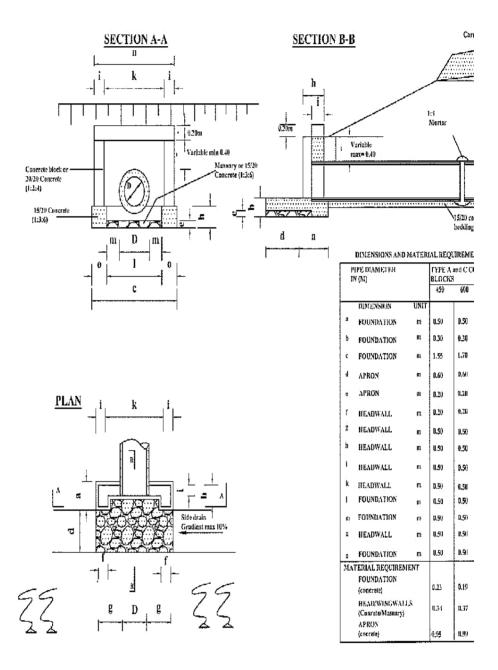


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SECTION B-B

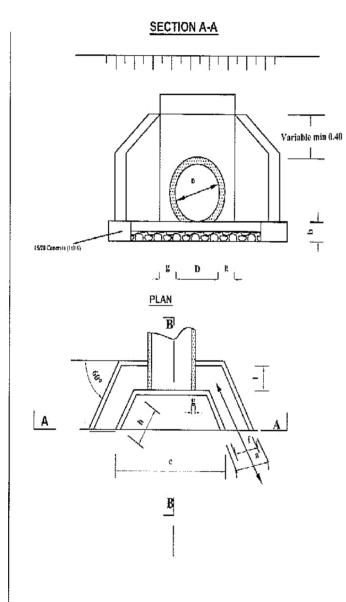
TETTE COLICE TO 1	UIT LICE	MO ME	1) DIG	7YE E214	1.7
E DIAMETER M)	10 21 21 21		ONCRE	TE	TY M.
		450	600	900	45
DIMENSION	UNIT				7 7
FOUNDATION	m.	0.30	0.30	0.30	0.4
FOUNDATION	m	0.30	0.30	0.30	0.3
FOUNDATION	m	1,10	1.10	1.46	1.2
APRON	rii,	0.90	0.90	0.90	1.0
APRON	m	0.20	0.20	0.20	0.2
DROP INLET	m	0.60	0.60	0.60	0.6
DROP INLET	m	0.36	0.40	0.60	0.3
DROP INLET	m	0.60	0.80	1.20	0.6
DROP INLET	m.	0.20	0.20	D.20	0.4
DROP INLET	m	1.20	1.20	1.50	1,2
DROP INLET	at	1.00	1.00	1.00	1.0
DROP INLET	m	0.38	0.30	0.30	0.3
	DIAMETER M) DIMENSION FOUNDATION FOUNDATION APRON APRON DROP INLET	DIMENSION UNIT FOUNDATION M FOUNDATION M FOUNDATION M FOUNDATION M APRON M APRON M APRON M DROP INLET M	TYPE A CO	Type a concribed Type a conc	M)

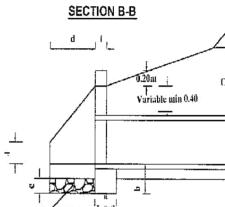
APRON (coercle)	n13	0.24	0.24	0.30	U,2
(Coorete/Masonry)	т3	0.56		1.15	1.2
HEAD/WINGWALLS					
(concrete)	m3	0.47	0,47	0.52	0.7
FOUNDATION					
MATERIAL REQUIRE	MENT	ŗ.			



C-13

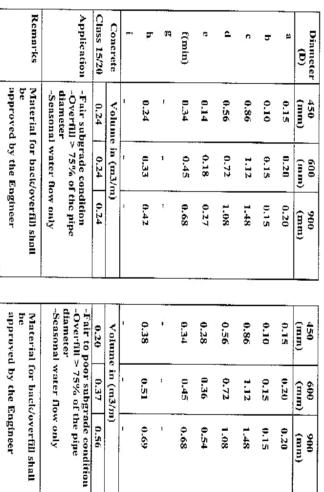
0.14

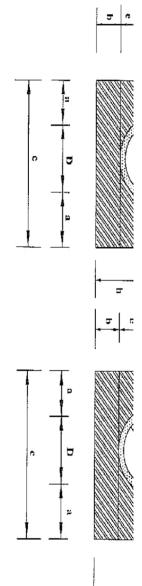




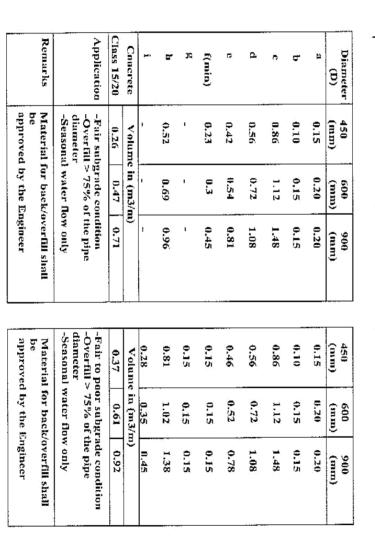
DIMENSIONS AND MATERIAL REQUIREMENTS

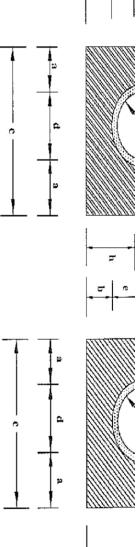
	PIPE		TYPE A (CONCR	ETE ILO	KS)
	DJAMETER IN (M)		450	690	900
	DIMENSION	UNIT			
а	FOUNDATION	DI.	0.30	0.30	
à	FOUNDATION	III,	0.30	0,30	
c	APRON	пі	1.34	1.49	
d	APRON	m	U.hO	0.60	ĺ
·c	APRON	щ	0.20	6.20	
f	WINGWALLS	m	0.20	0.20	
g	WINGWALLS	m	0.10	0.30	
ь	HEADWALLS	in	0.69	6.69	
1	HEADWALLS	m	0.20	0.20	
k	HEADWALLS	'n	0.65	IL 80	
į	HEADWALLS	m	0.46	0.40	
M	TERIAL REQUIRE	MENT			
	COUNDATION (concrete this igns)		0.18	0.20	
	HEAD/WINGWALLS (Conrete/Masonry)		0.29	U.32	
	APRON (cocrete)		0.12	0.14	



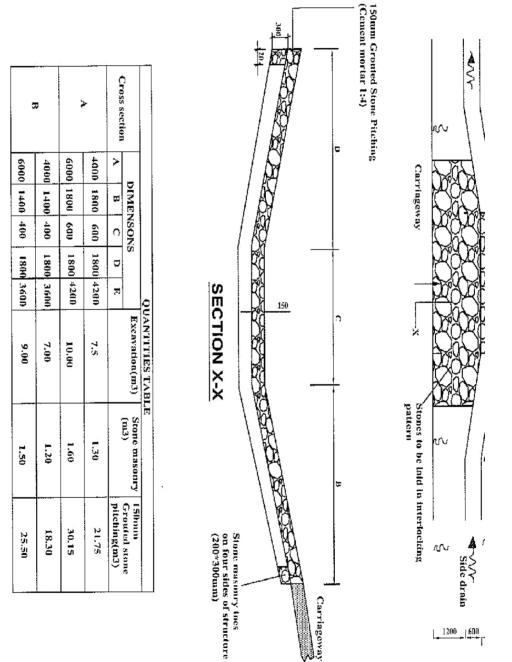


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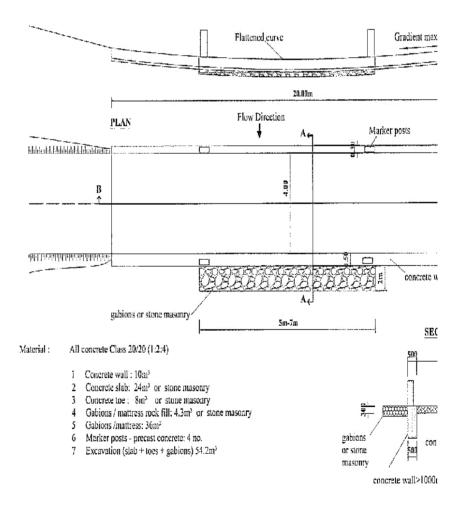


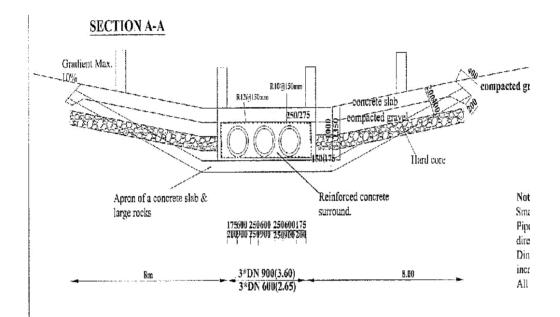
Carriagoway

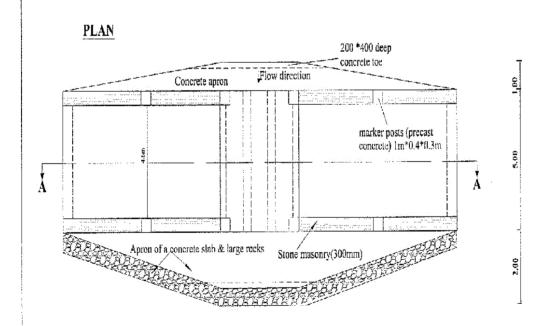
1200 | 600

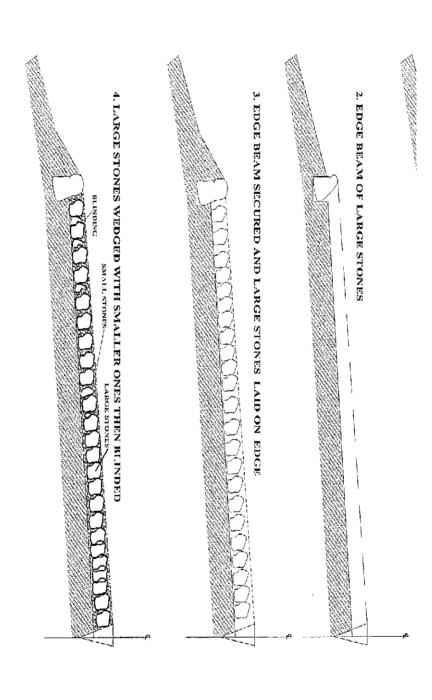
C-18

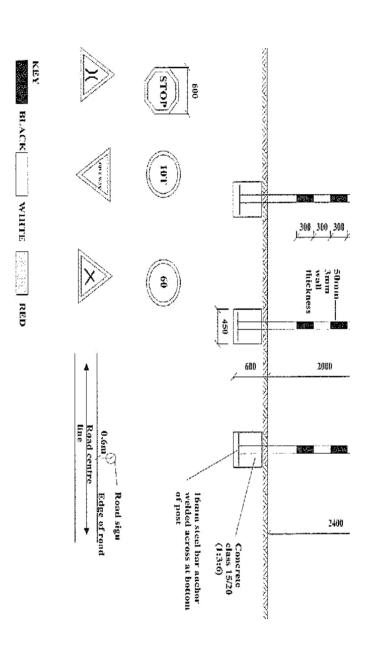
SECTION B-B



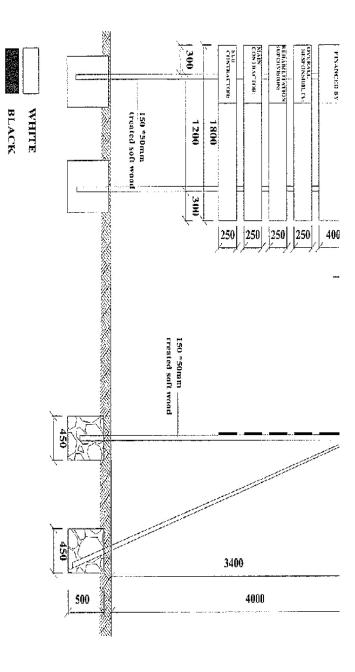








^{1.} The type of sign required and their location shall be as shown on the Road Plan or as directed by the Engineer.
2.Sign plate to be 2mm thick mild steel plate.
3.Sign plate to be 50mm fixing clamps/brackets.
4.Sign plate to be fixed to steel tube by \$ Nos M10 bolts and 50mm fixing clamps/brackets.
5.Sign plate to be fixed to steel tube by \$ Nos M10 bolts and 50mm fixing clamps/brackets.
5.Sign plates shall be reflective.
6.The sign plate and post shall be treated by applying two coats of lead red oxide paint before applying a priming and two finish coats of approved paints. Paints used shall have a hard, durable and glossy finish.



NOTES

The wording of the project sign board and the location to be as directed by the Engineer.
 Materials to be used for fabrication of signboard shall be pressure impregnated treated softwood timber
 Wording board posts to be attached to the posts with galvanised nails
 Project board posts and struts to be embedded in concrete class 20/20(1:2:4)

C-23

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 Day works items only at the direction, and with the approval, of the Engineer. The Contractor shall enter rates in the Day works 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 C251

Section Name

Package: KeRRA/011/GSA/39/044/2020-2021

	0				
Bill of	Quantities				Page: 1
	General: Office administration and				rage. I
Bill No.1	overheads/Preliminaries				Project:
				Unit Bid	
Item No.	Description	Units	Quantity	Rate(Ksh)	Amount KSh
	Allow a prime cost for attendance to			, ,	
	the RE,s supervisory staff including				
01-80-030	overtime	PC SUM	150000	1.00	150,000.00
	T. 10 1 1 T				4=0
	Total Carried Forward to Summary:				150,000.00

Road Code C251

Package: KeRRA/011/GSA/39/044/2020-2021

Bill of	Quantities	0			Page: 2
Bill No.4	SITE CLEARANCE				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
04-50-004	Light Bush Clearing	M²	200000		-
	3				
	Total Carried Forward to Summary				
	Total Carried Forward to Summary	•			

Road

Code C251 Section Name

Package: KeRRA/011/GSA/39/044/2020-2021

Rill					
	of Quantities				Page: 3
Bill No.10	GRADING AND GRAVELLING WORKS				Project:
Item No.	Description	Units	Quantity	Unit Bid Rate(Ksh)	Amount KSh
10-50- 001	Heavy grading without watering or compaction instructed by the Engineer	M ²	180000		-
	Total Carried Forward to Summary:				

RoadCode C251

Structure:Section NamePackage: KeRRA/011/GSA/39/044/2020-2021Saka - Sankuri

	Ü	
Bill of Q	uantities	Page: 1
	Summary	Project:
Item No.	Description	Amount (KShs)
1	General: Office administration and overheads/Preliminaries	150,000.00
4	SITE CLEARANCE	
10	GRADING AND GRAVELLING WORKS	
	Sub Total	
	VAT @ 16 %	
	Total	
	Contingencies (@ 0 %)	
	Carried to page on the form of Tender	