

REPUBLIC OF KENYA



**COUNTY GOVERNMENT OF NAKURU**

**PROPOSED ROUTINE MAINTENANCE, SPOT IMPROVEMENT AND  
CULVERT INSTALLATION OF KAPSITA SECONDARY-KAMUNDU AND  
SAGAITIM-KENYA MPYA-KAPSINENDET-KAPROP ROAD IN MOLO  
SUBCOUNTY.(AGPO WOMEN)  
CGN/RTPW/08/KRB/2017/2018**

**Instruction to Tenderers**

**Agreement**

**Annexes**

**CLOSING DATE: 22<sup>SD</sup> MARCH 2018**

**County Government of Nakuru**  
Ministry of Roads Public works and Transport  
P.O. BOX 2870-20100  
**NAKURU**

## INVITATION TO TENDER

TENDER REF. NO. CGN/RTPW/08/KRB/2017/2018

**TENDER NAME: PROPOSED ROUTINE MAINTENANCE, SPOT IMPROVEMENT AND CULVERT  
INSTALLATION OF KAPSITA SECONDARY-KAMUNDU AND SAGAITIM-KENYA MPYA-  
KAPSINENDET-KAPROP ROAD IN MOLO SUBCOUNTY.  
CGN/RTPW/08/KRB/2017/2018**

The Nakuru County Government invites bids from eligible candidates for **PROPOSED  
SPOT IMPROVEMENT AND ROUTINE MAINTENANCE AT GATUMBI –GECEMBE ROAD IN  
MAU NAROK WARD NJORO SUB-COUNTY.**

Tender documents are to be filled online through **Kenya Supplier Portal;**  
**[supplier.treasury.go.ke](http://supplier.treasury.go.ke)** or from the county website;  
**[www.nakuru.go.ke](http://www.nakuru.go.ke)**

- 1.1 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 150 days from the closing date of the tender.
- 1.2 Tenders will be opened online

**NB; THE COUNTY GOVERNMENT MAY VARY THE SCOPE OF WORKS  
IF THE BIDS ARE ABOVE THE BUDGET**

## INSTRUCTIONS TO TENDERERS.

### 1.1 General

1.2 The Employer as defined in the Appendix to Conditions of Contract invites Tenders for the Works Contract as described in the Tender Documents.

1.3 Tenderer's shall include the following information and documents with their Tenders, unless otherwise stated:

- (a) Provide valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)
- (b) Provide Valid single business permit (2018)
- (c) Must be Pre-qualified with County Government of Nakuru
- (d) Provide a copy of CR 12
- (e) Registration certificate/incorporation
- (f) **Pre-tender site visit on 13<sup>th</sup> march 2018 at 8.30 am**
- (g) **MUST FILL TENDER SECURING DECLARATION FORM**
- (h) Tenderers with ongoing/incomplete projects are not eligible

### 1.6 Evaluation Criteria

The method of evaluation will be Merit Point System

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

- 1. Prove of similar works of the same nature (3NO)
- 2. Financial capability supported by audited account (last 2 years) ,bank account
- 3. Company profile and organization chart
- 4. Qualified personnel to undertake the project (attach certificates )diploma, engineer,artisan
- 5. Equipment s to undertake the task (owned or hired)
- 6. Attach relevant NCA certificate

7.

1.4 The Tenderer shall bear all costs associated with the preparation and submission of the Tender.

1.5 The Tenderer, at the Tenderer's own expense, responsibility and risk, shall visit and examine the Site of the Works and its surroundings, to obtain all information that may be necessary for the preparation of the Tender and entering into a Contract for the Works as defined in the Specifications.

1.5 Eligible Tenderers

- a) A Tenderer debarred from participating in Public Procurement by the Public Procurement Directorate shall not be eligible to submit a Tender.
- b) If the Employer has not undertaken the prequalification of Tenderers, all Tenderers shall include the information required to satisfy the qualification criteria as determined by the Employer.
- c) Preference where allowed in the evaluation of tenders shall not exceed 15%

### **7.1 Tender Documents**

7.2 The complete set of Tender documents comprises the documents listed below and any addenda issued in accordance with paragraph 2.4

- (i) Instructions to Tenderers
- (ii) Articles 1 to 7

7.3 The Tenderer shall examine all documents in the Tender documents. Failure to furnish all information required by the Tender documents may result in the rejection of the Tender.

7.4 A Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by electronic means at the address indicated in the letter of Invitation to Tender. The Employer shall respond to any request for clarification received earlier than seven days prior to the deadline for submission of Tenders. Copies of the Employer's response will be forwarded to all persons issued with Tender documents, including a description of the inquiry, but without identifying its source.

7.5 Before the deadline for submission of Tenders, the Employer may modify the Tender documents by issuing addenda. Any addenda thus issued shall be part of the Tender documents and shall be communicated in writing or by electronic means to all Tenderers. Tenderer's shall acknowledge receipt of each addendum in writing to the Employer.

7.6 The Employer may extend, as necessary, the deadline for submission of Tenders in accordance with paragraph 4.5 below, to take account of any addenda issued.

### **3.0 Preparation of Tenders**

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

3.2 The Tender submitted shall comprise the following:-

- (a) The Form of Agreement;
- (b) Priced Bill of Quantities initialled on each page, or Schedule of Rates (whichever is applicable)
- (c) Any other documents/materials required by the Employer to be completed and submitted by Tenderers.

3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates.

3.4 The unit rates and prices shall be in Kenya Shillings.

- 3.5 Tenders shall remain valid for a period of 150 days from the date of submission. However, the Employer may request the Tenderers to extend the period of validity for a specified additional period. Such a request and the Tenderers' responses shall be made in writing.

#### 4.0 Submission of Tenders

- 4.1 The Tender duly completed shall;-
- (a) be submitted to the Employer through the **Kenya Supplier Portal**; and
  - (b) bear the name and identification number of the Tenderer as defined in the Invitation to Tender; and
- 4.2 Tenders shall be delivered to the Employer at the address specified not later than the time and date specified in the Invitation to Tender.
- 4.3 The Tenderer shall not submit alternative offers unless they are specifically required in the Tender documents.
- Each Tenderer may submit only one Tender. Any Tenderer who fails to comply with this requirement will be disqualified.
- 4.4 The Employer may extend the deadline for submission of Tenders by issuing an amendment in accordance with paragraph 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

#### 5.0 Tender Opening

- 5.1 Unsealing of tenders at financial stage shall be done online and be communicated to successful bidder's.

#### 1 Submission of Tenders

- 1.2 4.1 The Tender Bidding documents with detailed specifications may be obtained from the **Kenya Supplier Portal**; [supplier.treasury.go.ke](http://supplier.treasury.go.ke) or from the county website; [www.nakuru.go.ke](http://www.nakuru.go.ke) free of charge.
- 1.3 Prices quoted should be net, inclusive of **all taxes**, must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender.
- 1.4 Duly completed tenders, marked with "**tender number**" should be submitted online through the Government Integrated Financial Management Information System (IFMIS) so as to be received on or before **22<sup>sd</sup> MARCH 2018 at 10:30am**

1.5 Tenders shall be opened ONLINE.

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

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

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

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

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

## 2 Tender Opening

5.2 The Tenders shall be opened **ONLINE**

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

## **STANDARD FORMS**

### List of Standard Forms

- (i) Form of Invitation for Tenders
- (ii) Form of Tender
- (iii) Letter of Acceptance
- (iv) Form of Agreement
- (v) Form of Tender Security
- (vi) Performance Bank Guarantee
- (vii) Performance Bond
- (viii) Bank Guarantee for Advance Payment
- (ix) Qualification Information
- (x) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (xii) Details of Sub-Contractors
- (xiii) Request for Review Form



# FORM OF INVITATION FOR TENDERS

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs:

Reference: \_\_\_\_\_ [Contract Name]

*You have been prequalified to tender for the above project.*

*We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.*

*A complete set of tender documents may be purchased by you from*  
\_\_\_\_\_  
*[mailing address, cable/telex/facsimile numbers].*

*Upon payment of a non-refundable fee of Kshs \_\_\_\_\_*

*All tenders must be accompanied by \_\_\_\_\_ number of copies of the same and a tender security in the form and amount specified in the tendering documents, and must be delivered to*

\_\_\_\_\_  
*[address and location]*

*at or before \_\_\_\_\_ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.*

*Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.*

*Yours faithfully,*

\_\_\_\_\_ *Authorised Signature*

\_\_\_\_\_ *Name and Title*

# FORM OF TENDER

TO: \_\_\_\_\_ [Name of Employer] \_\_\_\_\_ [Date]  
\_\_\_\_\_ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. \_\_\_\_\_ [Amount in figures] Kenya Shillings \_\_\_\_\_ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until \_\_\_\_\_ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

duly authorized to sign tenders for and on behalf of  
\_\_\_\_\_ [Name of Tenderer] of  
\_\_\_\_\_ [Address of Tenderer]

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

# LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

\_\_\_\_\_ [date]

To: \_\_\_\_\_  
[name of the Contractor]

\_\_\_\_\_  
[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated \_\_\_\_\_

for the execution of \_\_\_\_\_

[name of the Contract and identification number, as given in the Tender documents] for the

Contract Price of Kshs. \_\_\_\_\_ [amount in figures][Kenya

Shillings \_\_\_\_\_ (amount in words) ] in accordance with the

Instructions to Tenderers is hereby accepted.

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

Authorized Signature .....

Name and Title of Signatory .....

Attachment : Agreement

## **FORM OF TENDER SECURITY**

WHEREAS .....(hereinafter called “the Tenderer”) has submitted his tender dated ..... for the construction of .....  
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE ..... having our registered office at .....(hereinafter called “the Bank”), are bound unto .....(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this ..... Day of .....20.....

THE CONDITIONS of this obligation are:

If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers  
Or

If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

- (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

\_\_\_\_\_  
[date]

\_\_\_\_\_  
[signature of the Bank]

\_\_\_\_\_  
[witness]

\_\_\_\_\_  
[seal]

## **PERFORMANCE BANK GUARANTEE**

To: \_\_\_\_\_(Name of Employer) \_\_\_\_\_(Date)  
\_\_\_\_\_ (Address of Employer)

Dear Sir,

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

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

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

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

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

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

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

## PERFORMANCE BOND

By this Bond, We \_\_\_\_\_ of (or whose registered office is situated at] \_\_\_\_\_ as Principal (hereinafter called "the Contractor") and \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ as Surety (hereinafter called "the Surety"), are held and firmly bound unto \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ as Obligee (hereinafter called "the Employer") in the amount of Kshs. \_\_\_\_\_ [amount of Bond in figures] Kenya Shillings

\_\_\_\_\_ [amount of Bond in words], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ for the execution of

\_\_\_\_\_ [name of Contract] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the

Contract, less the amount properly paid by the Employer to the Contractor; or

- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED ON \_\_\_\_\_ SIGNED ON \_\_\_\_\_

On behalf of \_\_\_\_\_ On behalf of \_\_\_\_\_  
[name of Contractor] [name of Surety]

By \_\_\_\_\_ By \_\_\_\_\_

In the capacity of \_\_\_\_\_ In the capacity of \_\_\_\_\_

In the presence of; Name \_\_\_\_\_ In the presence of; Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

## **BANK GUARANTEE FOR ADVANCE PAYMENT**

To: \_\_\_\_\_ [name of Employer] \_\_\_\_\_ (Date)  
\_\_\_\_\_ [address of Employer]

Gentlemen,

Ref: \_\_\_\_\_ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, \_\_\_\_\_ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. \_\_\_\_\_ [amount of Guarantee in figures] Kenya Shillings \_\_\_\_\_ [amount of Guarantee in words].

We, \_\_\_\_\_ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs \_\_\_\_\_ [amount of Guarantee in figures] Kenya Shillings \_\_\_\_\_ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

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

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,



Signature and Seal \_\_\_\_\_

Name of the Bank or financial institution \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Witness: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# QUALIFICATION INFORMATION

## 1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);  
Place of registration: \_\_\_\_\_

Principal place of business \_\_\_\_\_

Power of attorney of signatory of tender \_\_\_\_\_

1.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of Contract

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, Make and age (years)	Condition(new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
_____	_____	_____	
_____	_____	_____	
_____(etc.)	_____	_____	

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager _____ _____	_____ _____	_____ _____	_____ _____
(etc.)	_____	_____	_____

1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

\_\_\_\_\_  
\_\_\_\_\_

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

\_\_\_\_\_  
\_\_\_\_\_

1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

\_\_\_\_\_  
\_\_\_\_\_

1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

\_\_\_\_\_  
\_\_\_\_\_

1.10 Proposed program (work method and schedule) for the whole of the Works.

## 2 Joint Ventures

2.0 The information listed in 1.1 - 2.0 above shall be provided for each partner of the joint venture.

2.1 The information required in 1.11 above shall be provided for the joint venture.

2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

2.3 Attach the Agreement among all partners of the joint venture ( and which is legally binding on all partners), which shows that:

- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

## TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names 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. Telex 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. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);

.....

.....

\_\_\_\_\_  
Signature of Tenderer

Make copy and deliver to: \_\_\_\_\_ (*Name of Employer*)

# **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

## *Part 1 - General*

Business Name .....

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

Plot No..... Street/Road .....

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

Nature of Business.....

Current Trade Licence No..... Expiring date.....

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

Name of your bankers.....

Branch.....

## *Part 2 (a) - Sole Proprietor*

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

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

Citizenship details .....

## *Part 2 (b) - Partnership*

*Give details of partners as follows:*

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

# **DETAILS OF SUB-CONTRACTORS**

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

- (1) Portion of Works to be sublet: .....

  - [i] Full name of Sub-contractor  
and address of head office: .....  
.....
  - (ii) Sub-contractor's experience  
of similar works carried out  
in the last 3 years with  
Contract value: .....  
.....  
.....

- (2) Portion of Works to be sublet: .....

  - (i) Full name of sub-contractor  
and address of head office: .....  
.....  
.....
  - (ii) Sub-contractor's experience  
of similar works carried out  
in the last 3 years with  
contract value: .....  
.....

\_\_\_\_\_  
[Signature of Tenderer)

\_\_\_\_\_  
Date

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF KENYA**

**AND**

-----



This Contract is made this.....day of.....20.....

between County Government of Nakuru, represented by the Governor Nakuru County of P.O. Box 2870 - 20100(Hereinafter called the Employer) acting through his representative **Nakuru County Chief Officer for Transport and Infrastructure of P.O. Box 2870 Nakuru** of the one part and also of.....(Hereinafter referred to as “the Contractor”) of the other part. Whereas the Employer is desirous of maintaining the road network as described,

**Name of the Road: PROPOSED ROUTINE MAINTENANCE, SPOT IMPROVEMENT AND CULVERT INSTALLATION OF KAPSITA SECONDARY-KAMUNDU AND SAGAITIM-KENYA MPYA-KAPSINENDET-KAPROP ROAD IN MOLO SUBCOUNTY.  
CGN/RTPW/08/KRB/2017/2018**

County: **Nakuru**

Constituency: **Molo**

Ward:

**KM: As instructed by the Engineer**

and has accepted the Offer of the Contractor to execute road maintenance Works as defined hereinafter, AND

Whereas the Contractor represented to the Employer that he has the required capacity and ability, and has agreed to execute the Works on the Terms and Conditions set forth in this Contract, for the Tender Sum of Kshs.....(words).....(figures)

**NOW THEREFORE** the Parties hereto agree as follows:

**PART I: GENERAL CONDITIONS OF CONTRACT**

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

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

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

**PART II: CONDITIONS OF PARTICULAR - APPLICATION**

## **Article 1: GENERAL PROVISIONS**

- 1.1. The documents forming the Contract are to be taken as mutually explanatory. If ambiguity or discrepancy is found in the documents the Employer shall issue necessary instructions to the Contractor.
- 1.2 The language of the Contract shall be English. The law of the Contract is the Republic of Kenya.

## **Article 2: OBLIGATIONS OF THE EMPLOYER**

- 2.1 The Employer shall provide the Site and right of access thereto at the date of Commencement.
- 2.2 The Employer shall ensure that the Contractor's claims for payment are settled timeously.
- 2.3 The Employer shall inspect the Contractor's work regularly.
- 2.4 No approval or consent or absence of comment by the Employer shall affect the Contractor's obligations.

## **Article 3: EMPLOYER'S REPRESENTATIVE**

- 3.1 The Governor Nakuru County will have overall responsibility for the Contract, and will be represented by the Nakuru County **Chief Officer** in-charge of Roads & Public Works for the day-to-day management of the Contract.

## **Article 4: CONTRACTOR'S OBLIGATIONS**

- 4.1 The Contractor shall carry out the Works described in Annex 1 and the Work Plan Annex 3 properly and in accordance with the Contract. The Contractor shall provide all supervision, labour and tools which may be required.
- 4.2 The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 4.3 The Contractor shall comply with all instructions given by the Employer in respect of the Works.
- 4.4 The Contractor shall not subcontract any part of the Works without the consent of the Employer.
- 4.5 The Contractor shall, in the implementation of this contract, use labour based methods whenever possible.
- 4.6 The Contractor shall recruit labour for the Works from the local communities and shall take particular note of the Government policy on the recruitment of women and youth. The target for each group shall be 30% of the labour force, which the Contractor shall take all possible measures to attain.

- 4.7 The Contractor shall comply with the Kenya Labour Laws in respect of the rights working conditions and wages for the labour force. The task rates set for labour shall be approved by the Engineer.
- 4.8 In the event of the failure of the Contractor to pay the labour the Employer shall be entitled to pay directly and to deduct the appropriate amount, plus a 10% administrative charge, from any monies due to the Contractor under the Contract.
- 4.9 The Contractor shall maintain records of time worked and remuneration paid to his/her employees and shall avail these records to the Employer for inspection when so requested.
- 4.10 The Contractor shall set fair and manageable task rates to each labourer, in consultations with the Employer.

**Article 5: DESIGN BY CONTRACTOR**

- 5.1 The Contractor shall not be responsible for any Works design.

**Article 6: EMPLOYER'S RISKS**

- 6.1 Any failure by the Employer and any delay or disruption caused by any Variation are the relevant Employer's Risks.

**Article 7: TIME FOR COMPLETION**

- 7.1 The Contractor shall commence the Works **within 1 week upon order to commence** and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion, given as **4 weeks**.
- 7.2 The Contractor shall be entitled to an extension of the Time for Completion where delay is caused by an action, or failure of action of the Employer and/or any other unforeseen circumstance. All such extension of time must be requested by the contractor timeously and approved by the Employer

**Article 8: TAKING OVER**

- 8.1 The Contractor may notify the Employer when the Works are considered to be complete.
- 8.2 The Employer shall notify the Contractor when he considers that the Contractor has completed the Works and stating the date accordingly. Alternatively the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly. The Contractor shall promptly complete any outstanding work.

**Article 9: REMEDYING DEFECTS**

- 9.1.1 The Employer may, within one month after the Completion date in 8.2, notify the Contractor of any defects. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's workmanship not being in accordance with the Contract.
- 9.1.2 " A Defects liability Period of Six (6) Months Shall be in Place".

**Article 10 VARIATIONS AND CLAIMS**

- 10.1 The Employer may instruct Variations
- 10.2 The Employer shall value the Variations using appropriate rates within the Contract or by a lump sum price agreed between the Parties, or by new rates which the Engineer considers appropriate.

**Article 11: CONTRACT PRICE AND PAYMENT**

- 11.1 At not less than monthly intervals, the Contractor shall measure the Works in accordance with the Bill of Quantities and shall submit a statement to the Road Supervisor. No Payment shall be made for Mobilisation and Establishment of the Site. The Road Supervisor shall certify on the statement to the Engineer that the Works have been completed satisfactorily.
- 11.2 The Employer shall pay the Contractor, upon the Engineer's approval of the Contractor's statement, within 30 days of the date of the certification of the statement. If the Employer disagrees with any part of the Contractor's statement, he shall specify his reasons for disagreement when making payment. The Employer shall not be bound by any sum previously considered by him to be due to the Contractor.

**Article 12: DEFAULT**

- 12.1 The Employer shall give notice to the Contractor where he considers the Contractor to be in default of the Contract. If the Contractor fails to remedy the default within a stated period the Employer may give notice of the termination of the Contract.
- 12.2. After termination the Contractor shall be entitled to payment of any unpaid balance of the value of the Works executed.

**Article 13: RISK AND RESPONSIBILITY**

- 13.1 The Contractor shall take responsibility for the care of the Works from the Commencement Date to the date of Take Over.

**Article 14: INSURANCES**

14.1 The Contractor, prior to commencing the Works, shall effect Third Party and Workers Compensation Insurances and provide evidence to the Employer that the required policies are in force.

**Article 15: RESOLUTION OF DISPUTES**

15.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract.

15.2 Any dispute not resolved under 15.1 shall be referred to a single Arbitrator nominated by **County Chief Officer for transport and Infrastructure** whose Area the Contract is located in accordance with, and subject to the provision of the Arbitration Act of Kenya or any Statutory Modification thereof.

**Article 16 CONDITIONS OF CONTRACT**

16.1 It is understood that these Conditions of Contract follow the FIDIC Short Form of Contract which shall be referred to for any necessary clarification

16.2 It is hereby understood that the Annexes to the Contract shall be read together with the Contract and shall form an integral part of it.

In witness whereof of the duly authorised representatives of the Parties hereto have signed this Contract the day and the year first written at .....Kenya.

-----  
for and on behalf of the  
County Government of Nakuru

-----  
Contractor

.....  
Witness

.....  
Witness

## APPENDIX TO FORM OF AGREEMENT

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

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

Item	Sub-clause	Data
Time for Completion	7.1	1 Months after contract signing,
Priority of Documents		The documents forming the Contract shall be interpreted in the following order of priority: <ul style="list-style-type: none"> <li>• the Contract Agreement and Appendix</li> <li>• the Letter of Acceptance</li> <li>• the Form of Tender</li> <li>• the Conditions of Contract, Part II - Conditions of Particular Application</li> <li>• the Conditions of Contract, Part I - General Conditions of Contract</li> <li>• the Specifications</li> <li>• the Drawings,</li> <li>• the Priced Bill of Quantities</li> </ul>
Law of Contract	1.2	Laws of the Republic of Kenya
Language	1.2	English
Provision of Site	2.1	On Commencement Date
Authorised Person	3.1	.....
Name and Address of Employer's Representative	3.2	The Executive Member Transport & Infrastructure P. O. Box 2870-20100 NAKURU.
Penalty to the Contractor for Employer paying workers on his behalf	7.1	10% of the amount paid to the workers.
Performance Security		Nil
Amount		
Form		Bank Guarantee/ Insurance Bond Approved by PPOA
Requirements of Contractors Design		Not applicable

Item	Sub-clause	Data
Programme ⇒ Time of Submission		Within 14 days of Commencement Date
⇒ Form of Programme		.....*
⇒ Interval Updates		.....*
Liquidated Damages Amount payable due to failure to complete		0.01% of Contract Price per Day to a limit of 1% of Contract Price.
Period of notifying defects	9.1.1	5 days calculated from the date stated in the notice under sub clause 8.2*
Percentage of Retention		Nil
Maximum Amount of Advance Payment		Nil
Form of Guarantee for Advance Payment		Nil
Valuation of Works		Nil
Repayment Schedule for Advance Payment		Nil
Minimum Amount of Interim Payment		Nil
Currency of Payment		Kenya Shilling
Rate of Interest		
Insurance	14.1	Not Required
Insurance ⇒ The Works, materials plants & fees		Nil .....*
⇒ Contractor's Equipment		.....*
⇒ Third party injury to persons and damage to property		.....*
⇒ Workers compensation		.....**
⇒ Other cover		
Arbitration ⇒ Rules		Nil
⇒ Appointing Authority		
⇒ Place of Arbitration		

.....\*  
.....\*\*

Employer to fill as appropriate  
Contractor to fill as appropriate

## ANNEX 1 THE WORKS

The Contractor shall in carrying out the maintenance Works undertake the specific tasks set out by the Engineer in this Annex. The Work shall be carried out in accordance with the Specification which are attached and form part of the Contract.



(The Engineer will list the tasks specific to each Contract which may include, among others, the following;

- Culvert & Drainage Works
- Earthworks

# **SPECIFICATIONS**

## SECTION 4

### SITE CLEARANCE

#### 4.01 DESCRIPTION

Site clearance of the road reserve shall be carried out by the contractor by cutting the grass, bushes, all vegetation and undergrowth to a height not more than 200mm. The site clearance will be carried out where instructed by the Engineer.

Where directed by the Engineer, the contractor will remove and dispose of topsoil including roots to a depth of 150mm.

Structures, fences and obstructions will be removed and disposed of by the contractor as directed by the Engineer.

Tree pruning, cutting and stump removal shall be undertaken by the contractor when instructed by the Engineer.

#### 4.02 MEASUREMENT AND PAYMENT

(a) Item: Site clearance

Unit: m<sup>2</sup>

Site clearance shall be paid for the area instructed cleared in m<sup>2</sup>.

The rate inserted shall cater for labour, tools, or equipment used as instructed by the Engineer.

(b) Item: Tree and Stump removal

Unit: No.

Removal of big trees and old dry tree stumps shall be measured by the **Number** removed as directed by the Engineer.

## SECTION 5

### 2.1 EARTHWORKS

#### 5.01 DESCRIPTION

This section covers all excavation of cuttings, haulage, placing and compaction of hard and soft material to form embankments. It also covers top soiling and grassing.

There shall be two classifications of materials i.e. hard material and soft material. Hard material is that material that cannot be excavated without blasting as determined by the Engineer. Boulders greater than 0.3m<sup>3</sup> shall be considered hard material. Soft material shall be materials other than hard material and shall include waterlogged and swampy materials.

Fill material shall be deposited and compact in layers not exceeding 250mm for soft material and layers not exceeding 400mm for hard material. Hard material shall be maximum 250mm in dimension. The top 600mm of fill in hard material shall be formed using soft material. Rockfill to swamps shall have the same specification of maximum 250mm (quarry waste). Compaction of earthworks will be by number of passes as directed by the engineer depending on the compaction equipment of the contractor which shall not be less than 8 tonnes.

Spoil material shall be either soft or hard material surplus to the required fill or unsuitable for fill and which the Engineer has instructed to be spoiled.

Whenever the existing ground is unsuitable in quality for receiving the fill the contractor shall excavate and spoil the unsuitable material. It will be replaced with suitable material which will be treated as fill.

The existing ground and the top of cuttings shall be scarified to a depth of 150mm and compacted to receive the next construction layer. This shall be done at optimum water content as instructed by the Engineer.

When instructed by the Engineer the contractor shall place rockfill to the areas that are classified as swamps. The rock shall be well graded between 100mm and 250mm in size. The layer thickness shall be determined by the Engineer. The contractor shall proofroll the rockfill before the normal earthworks resume.

Where instructed by the Engineer, the contractor shall provide protection to the earthworks by topsoiling and grassing. The contractor shall spread approved topsoil uniformly to thickness as instructed by the Engineer.

Approved indigenous 'runner' type grass shall be planted at 150 mm centers. The contractor shall care for and water the grass until it is firmly established

## 5.02 MEASUREMENT AND PAYMENT

- (a) Item: Fill in soft material

Unit: m<sup>3</sup>

The rate for fill in soft material shall include the cost of excavation, loading, transporting, depositing, shaping, and compacting as instructed by the Engineer.

- (b) Item: Fill in hard material

Unit: m<sup>3</sup>

The rate for fill in hard material shall include the cost of excavating, loading, transporting, depositing, breaking to the required size and compacting as directed by the Engineer.

- (c) Item: Spoil in soft material

Unit: m<sup>3</sup>

The rate for spoil in soft material shall include the cost of excavation, loading, transporting, depositing and spreading in the spoil area as directed by the Engineer.

- (d) Item: Spoil in hard material

Unit: m<sup>3</sup>

The rate of spoil in hard material shall include the cost of excavation, loading, transporting, depositing and spreading in the spoil area as directed by the Engineer.

- (e) Item: Compaction of existing ground and top of cuttings

Unit: m<sup>2</sup>

The rate of compaction shall include for scarifying to a depth of 150mm watering, mixing and compacting to the satisfaction of the Engineer.

- (f) Item: Excavation in swamps

Unit: m<sup>3</sup>

The rate of excavation in swamps will include for excavating waterlogged and swampy material, transporting and depositing and spreading in spoil areas as directed by the Engineer.

- (g) Item: Rockfill to swamps

Unit: m<sup>3</sup>

The rate for rockfill shall be measured by the volume instructed to be placed. It shall include the cost of providing the material, transporting, placing and rolling as instructed by the Engineer.

(h) Item: Topsoiling

Unit: m<sup>3</sup>

Topsoiling shall be measured by volume instructed. The rate shall include cost of providing approved top soil transporting and spreading as instructed by the Engineer.

(i) Item: Grassing

Unit: m<sup>2</sup>

The rate of grassing shall include the cost of providing and establishing approved grass sprigs, watering and protection until firmly established.

## SECTION 8

### CULVERTS AND DRAINAGE WORKS

#### 8.01 DESCRIPTION

This section covers the following

- (a) Provision and installation of concrete pipe culverts
- (b) The construction of minor drainage structures such as headwalls, wingwalls, aprons, culvert inlet and outlet, cascades etc.
- (c) The construction of protection works including scour checks, riprap, stone pitching and gabions.
- (d) The excavation or fill works associated with culverts, all drains, minor drainage structures, scour checks, protection works.
- (c) Cleaning of culverts, and all drains.

Concrete pipe culverts shall be precast and have the following properties

- (i) be cast of concrete class 30/10
- (ii) have flexible or ogee joints
- (iii) be reinforced with a BRC weld mesh
- (iv) be compacted by vibration or spinning
- (v) be cured by saturating with water for 7 days and in the shade for 14 days before use
- (vi) have the casting date inscribed on the barrel

When instructed pipe culverts shall be haunched using 150mm concrete class 15/20 surround.

The contractor will carry out all excavations for culverts, all drains and other drainage structures to the levels and lines as instructed by the Engineer. The bottom of the excavation shall be compacted to the approval of the Engineer. Where the insitu material is unsuitable the invert shall be excavated and backfilled using suitable material. The back-fill shall be obtained from the material excavated or from borrow pits and shall be compacted to the approval of the Engineer.

Concrete for minor drainage structures shall be class 20/20

Protection work in connection with drainage channels, culvert inlets and outlets and river training will consist of either scour checks, stone pitching, gabions or riprap.

Scour check shall be constructed using concrete class 20/20 or masonry walling using 225 x 150 mm dressed stone.

Stone pitching shall be formed of hard stone roughly dressed square and with dimension between 150mm and 250 mm and between 50mm and 100mm thick. A 1:4 cement sand mortar shall be applied for grouting when instructed.

Gabions shall be maccaferri boxes and mattresses both with diaphragms 1m centers or similar approved. Gabions shall be hand packed with broken rock between 150 mm and 300mm. The back face and ends of completed gabion work shall be backfilled thoroughly compacted against the sides of the gabions and finished flush with the top surface of the gabion.

Rip rap shall consist of well shaped hard dense durable rock. The stones shall be hand laid with close joints from the bottom of the ground upwards the stone shall be carefully bedded and tightly wedged to form an even surface.

The cleaning of culverts and drains shall be done by using labour appropriate tools, or equipment as instructed by the Engineer.

## 8.02 MEASUREMENT AND PAYMENT

- (a) Item: Excavate for culverts and minor drainage structures in soft material  
Unit: m<sup>3</sup>

The rate for excavation in soft material shall include for the cost of spoiling of the material as directed by the Engineer. Measurement shall be the volume excavated as instructed by the Engineer.

- (b) Item: Excavate for culverts and minor drainage structures in hard material  
Unit: m<sup>3</sup>

The specification same as (a) above but for hard material

- (c) Item: Excavate for all drains in soft materials  
Unit: m<sup>3</sup>

The material shall be measured by the volume excavated in m<sup>3</sup> as instructed. The rate shall include the cost of excavation and spoiling of the material excavated.



- (d) Item: Excavate for all drains in hard material  
Unit: m<sup>3</sup>

Same as (c) above but for hard material

- (e) Item: Provide and joint various sizes of concrete pipes- 300mm, 450mm, 600mm, 900mm.  
Unit: m

The measurement shall be by length in metres installed

The rate of shall include provision and joining of various sizes of pipe culverts

- (f) Item: Provide concrete class 15/20 to beds surrounds and haunches.  
Unit: m<sup>3</sup>

The rate for concrete class 15/20 shall include for providing, placing and curing as directed by the Engineer.

- (g) Item: Concrete to minor drainage structures such as headwalls, wingwallsetc  
Unit: m<sup>3</sup>

The rate shall include the cost of providing, placing and curing class 20/20 concrete.

- (h) Item: Stone pitching  
Unit: m<sup>2</sup>

Stone pitching shall be measured by square metre. The rate shall include the cost of excavation, providing the stone and grouting using 1:4 cement sand mortar.

- (i) Item: Gabion boxes  
2m x 1m x 1m , 1m x 1m x 1m or 0.5 m x 1m x 1m  
Unit: No

Gabion boxes shall be measured and paid for by the size and number instructed

- (j) Item: Rockfill to gabions  
Unit: m<sup>3</sup>

Rock fill to gabions shall be in cubic metres of the boxes filled. The rate shall include the cost of providing, hauling and placing the rock in the gabion boxes

- (k) Item: Concrete for scour checks  
Unit: m<sup>3</sup>

The rate shall include the cost of ground preparation, providing placing and curing class 20/20 concrete

- (l) Item: Masonry for scour checks  
Unit: m<sup>3</sup>

The Masonry for scour checks shall be measured by the area instructed. The cost shall include the cost of provision of the dressed 200mm x 150mm stone, ground preparation, placing mortar and curing as necessary.

- (m) Item: Rip-rap  
Unit: m<sup>3</sup>

Rip-rap shall be in cubic metre. The rate for dumped riprap shall include for providing and dumping as instructed.

- (n) Item: Masonry for headwalls and wing-walls to culverts  
  
Unit: m<sup>2</sup>

The rate for masonry wall will include the cost of provision of 150mm x 150 mm dress stone, placing and curing.

- (o) Item: Allow for cleaning of culverts and drains  
Unit: Length (m) for partially silted  
Volume (m<sup>3</sup>) for completely silted.

The cost for cleaning shall cater for labour, tools and equipment instructed used.

## SECTION 10

### 2.2 GRADING AND GRAVELLING

#### 10.01 DESCRIPTION

##### (a) Grading

Grading covers the works involved in the reinstatement of the road carriageway to the camber by removing high points and filling up gullies, corrugations and wheel ruts to restore a smooth riding surface. When undertaking grading the material shall be graded towards the center of the road. Side ditches shall be developed during grading operation together with the obviously required mitre drains to enable water to drain away from the road. The Engineer will instruct the width to be graded. The contractor shall assess the road to be graded and determine the work involved before pricing his tender

##### (b) Graveling

Graveling means spreading gravel wearing course material on the formation of a road carriageway. Gravel shall include lateritic gravel, quartzitic gravel, calcareous gravel, decomposed rock, soft stone, coral rag, clayey sand and crushed rock. The gravel material may be obtained from borrow pits or excavations in cuttings. The material shall have a minimum CBR of 20 and maximum P1 of 20. The material shall be uniformly graded between 0 and 75mm. The contractor shall be fully responsible for the acquisition of the gravel material site from the land owners. The cost of the material the removal of the overburden and opening of haul roads shall be included in the rate for graveling. The Engineer shall show the contractor the location along the road where the material shall be placed. The contractor shall assess all the work involved in excavating and handling the material from the material site before costing the rate for graveling.

The sections of the carriageway to be gravelled shall be graded as per (a) above and then compacted before the gravel material is dumped and spread uniformly across the whole of the instructed width of the carriageway. The material shall be broken down to maximum size of 75mm mixed with water and compacted using a roller of minimum 8 tonne all to the approval of the Engineer. The final compacted layer shall be 150 mm. The Engineer shall advise on the stacking of the gravel heaps along the road to achieve 150mm when compacted.

## 10.02 MEASUREMENT AND PAYMENT

(a) Item: Grading

Unit: m<sup>2</sup>

The rate of grading shall include the cost of grading as per clause 10.01 (a) of this specification. It will be measured by the width of the carriageway multiplied by the length of the road as instructed by the Engineer.

The width of road shall be measured as distance from side ditch to side ditch at any particular point.

(b) Item: Gravelling

Unit: m<sup>2</sup>

The rate for gravelling shall include the cost of material acquisition, removal of the overburden, excavation, loading, transportation, compaction of carriageway, dumping, spreading, watering and compaction of gravel as described in section 10.01 (b) of this specification.

## SECTION 17

### REINFORCED CONCRETE WORKS

#### 17.01 DESCRIPTION

This section covers the materials, design of mixes, mixing, transport placing, compaction and curing of concrete and mortar required in the works. It also covers formwork and reinforcement for concrete.

#### 17.02 SCOPE OF THE SPECIFICATION

The design, mixing, transportation, placing, curing, protection, finishes, mortar, formwork, and reinforcement which are all related to concrete works shall be carried out as specified under Section 17 of the "Standard Specification for Road and Bridge Construction" published by Roads Department in 1987.

#### 17.03 MEASUREMENT AND PAYMENT

(a) Item: Concrete

Unit: m<sup>3</sup> of each concrete class

Concrete shall be measured by the cubic metres of each class calculated from the dimensions given on the drawings or instructed by the Engineer. No deduction shall be made for the reinforcement, mortar, or bolts.

The rate for the concrete shall include for the cost of:-

- i) Provision and transport of cement, aggregate and water,
- ii) Batching, mixing, transporting, placing, compacting, and curing of concrete,
- iii) Class F1 finish.

(b) Item: Blinding concrete

Unit: m<sup>3</sup>

Blinding concrete shall be measured by the cubic metre calculated as the product of the plan area of the foundation as shown on the drawings and the instructed thicknesses. No deduction shall be made for openings provided that the area of each is less than 0.5 m<sup>2</sup>. Blinding concrete over hard material shall be measured as the volume used provided that the maximum thickness of 150mm allowed for overbreak is not exceeded

The rate for blinding concrete shall include for all costs itemised in Clause 1703(a) of this specification

(c) Item: Formwork

Unit: m<sup>2</sup> of formwork for each class of finish

Formwork shall be measured by the m<sup>2</sup> of formwork actually in contact with the finished face of the concrete.

- (d) Item: Unformed surface finishes  
Unit: m<sup>2</sup> for each class of finish

Unformed surface finishes shall be measured by the square metre from the dimensions given on the drawings or instructed by the Engineer.

- (e) Item: Mortar  
Unit: m<sup>2</sup>

Mortar used for bedding base plates and the like shall be measured by the square metre as the area of the base plate at the specified nominal thickness of the bedding

- (f) Item: Reinforcement  
Unit: Tonne for each type for each range of diameters

Reinforcement shall be measured separately for each of the following ranges.

- (i) of diameter equal to or less than 16mm
- (ii) of diameter greater than 16mm

Steel plain and deformed bar reinforcement shall be measured by the tonne and shall be the calculated Nyakinyuaght of the steel required including the splice lengths shown on the drawings

The rate for reinforcement shall include for the cost of providing, cutting to length, laps, bending, hooking, waste incurred by cutting, cleaning, spacer blocks, providing and fixing of the chairs or other type of supports, welding, fixing the reinforcement in position including the provision of the wire or other material for supporting and tying the reinforcement in place, bending reinforcement and straightening, placing and compacting concrete around reinforcement.

## **SECTION 20**

### **ROAD FURNITURE**

#### **20.01 DESCRIPTION**

This section covers the reinstatement of road furniture where they have been vandalised or destroyed through road accidents.

#### **20.02 Road Signs**

All road signs shall comply with the requirement of the "Manual for Traffic Signs in Kenya", Part II

Road signs shall be obtained from a manufacturer approved by the Engineer. All colours on the road sign except black and grey shall be reflectorised.

Road signs shall comply with the requirement of BS 873 Parts 2, 6, & 7 in respect of quality including the pre-treatment, preparation and protective coatings for the frame posts and fittings.

The contractor shall excavate in any material for the foundation of the road sign, provide and place concrete class 15/20 embedded all round and under the posts and backfill all as shown in the drawings.

#### **Road Marking**

Road markings shall comply with the requirement of the "Manual for Traffic Signs in Kenya", Part I. Markings shall be white or yellow as instructed by the Engineer.

Paint and hot applied thermoplastic material shall comply with Section 2 of the "Standard Specification for Road and Bridge construction 1986" issued by the Roads Department.

Ballotini beads shall be mixed with the paint before application or applied to the painted areas immediately after painting as instructed by the Engineer.

Prior to application of paints, the road surface to be marked shall be thoroughly cleaned of all loose material and shall be completely dry.

The application of the paint shall be done by machine or brushing.

Warning signs shall be erected when painting is in progress and traffic shall not be allowed to pass over wet paint.

#### **Guard Rails**

Guard rails shall be obtained from a manufacturer approved by the engineer and shall be in accordance with AASHTO M180 class A with a type 1 finish.

Posts shall be constructed of concrete class 20/15 reinforced with 16 mm diameter mild steel bars all as shown in the drawings.

Guardrails shall be erected at locations shown on the drawings or instructed by the Engineer.

The contractor shall excavate for the posts in any material and provide all posts. Blocks nuts washers and shall backfill around the posts.

#### **Kerbs**

Where shown on the drawings or directed by the Engineer the contractor shall excavate in any material, provide and place concrete for the haunch, backfill, provide, lay and joint precast concrete kerbs complying with the requirement of BS 340. The haunch shall be concrete class 15/20 as per the requirements of Section 17 of this specification.

### **20.03 MEASUREMENT AND PAYMENT**

(a) Item: Road Signs

Unit: No

The rate for the road signs shall include for the costs of providing all materials including posts and fittings, fabrication, transportation, excavation in any material, installation, concrete foundations, and backfill as described in this specification.

(b) Item: Road Marking in yellow or white paint

Unit: m<sup>2</sup>

Road marking in yellow or white paint shall be measured in square metres calculated as the plan area instructed to be painted.

The rate for road marking in yellow or white paint shall include for the cost of setting out, providing paint and painting to any symbol or line of any width and complying with this specification.

(c) Item: Guardrail

Unit: m

Guardrails shall be measured by the metres as the length of guardrail instructed

The rate for guardrail shall include for the cost of provision and transport for all materials, excavation, concrete posts, erection, backfilling and complying with this specification.

(d) Item: Kerbs

Unit: m

The rate for the kerb shall include for the cost of provision of all the materials, excavation in any material laying and jointing kerbs, concrete bedding, haunching, and backfilling and complying with this specification



## SECTION 22

### DAYWORKS

#### 22.01 DESCRIPTION

This section covers provisional items included in the bills of quantities to cover the payment of plant, labour, and materials for work instructed by the Engineer on daywork basis.

#### 22.02 MEASUREMENT AND PAYMENT

##### (a) Plant and Equipment

Payment for plant and equipment shall only be made for the time each item of plant or equipment is actually working. Idle time due to breakdown or incompleteness of the plant shall not be paid for.

The rate for plant or equipment shall include for the cost of the following

- (i) Transportation of the plant or equipment to the site
- (ii) Operators, drivers, and turn boys including their overtime
- (iii) Power, water, fuel, oil, grease and other consumables
- (iv) Maintenance, spare parts, and all costs of repairs
- (v) Depreciation, insurance, overheads and profits.

##### (b) Labour

Payment shall only be made for the time each class of labour is actually working on the daywork instructed by the Engineer.

The rate for labour shall include the cost of the following

- (i) All salaries, allowances and other payments required by the labour
- (ii) Provision of small tools used on day work such as picks, shovels, pangas, jembes, hammers, chisels and all other tools used by tradesmen

##### (c) Materials

Payment shall only be made for materials instructed by the Engineer for use in dayworks. The rate for materials shall include for cost of purchase or provision of the material, transport to the site, storage, handling, profits and overheads.

#### 22.03 SCHEDULE OF DAYWORKS

The Engineer will compile a schedule of the plant labour and materials likely to be instructed for day works for each project. This shall be shown under Bill No.22 in the Bills of Quantities.

**SECOND SCHEDULE**

**Tender-Securing Declaration Form**

(r.22)

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

Date..... month..... Year.....of the bid. Tender No.....

To: Tenderer.....

1. We understand that: we understand that, according to your conditions Bids must be supported by a Bid-security 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 two years starting on [insert date]. if we are in breach of our obligation(s) Under the bid conditions. because we -

(a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity.

(i) fail or refuse to execute the Contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

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

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

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

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Title;.....

Name.....

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

Dated on ;Day.....Month.....Year.....

Item	Description	Unit	Qty
05-50-	Scarify water and compact existing ground to at least 150mm below		
<del>0160-</del>	<del>PC sum of fish 200 000 for the resident Engineer's</del>	<del>m<sup>2</sup></del>	<del>0</del>
026	miscellaneous account	Sum	1
	<b>TOTAL BIL 5</b>		
01-80-	include % of PC sum in item 1 09 for contractor's		
027	<b>BILL 7: EXCAVATION AND FILLING FOR STRUCTURES.</b>	%	
01-80-	PC sum for off-site material testing.	PC	
07-50-	Excavation in soft material for major structures i.e. box	Sum	1
00-80-	include % of PC sum in item 1:11 for contractor's	m <sup>3</sup>	
07-50-	overhead and profit	%	
00-80-	Excavate for removal and treatment of services	PC <sup>3</sup>	
07-60-	Provide and place macaferri or equivalent gabion boxes	Sum	1
00-80-	and mattresses as specified		
07-60-	Provide and place rock fill to gabions.	0	
003	Provide and maintain publicity signs as directed by the	m <sup>3</sup>	
07-80-	Provide sign changes as directed by the Engineer.	No.	3
018	No.SS/234		
07-80-	PC sum for signage directed by the Engineer's site staff	PC	
030		Sum	1
01-80-	include % of PC sum in item 1:22 for contractor's		
07-60-	provide, place and compact rock fill below structures as	%	
013	directed by the Engineer		1
07-60-	Supply of laptop specifications as directed by Engineer		
01-80-	provide and place porous fill material behind wingwalls	PC	
010	Pe sum for Survey Works	Sum	1
042d			
	<b>TOTAL BIL 7</b>		
8	<b>BILL 8: CULVERTS AND DRAINAGE WORKS</b>		
	<b>BILL 4: SITE CLEARANCE AND TOPSOIL STRIPPING</b>		
	Excavate, desert, grade to shape inlets outfalls, side drains to free flow conditions including cart to spoil any		
08-50-	excess grass debris and soils as and where directed by		
034-	the engineer.	m <sup>3</sup>	
08-60-	Clear site on road reserve including removal of trees,		
00-90-	hedges, bushes and other vegetation	m <sup>2</sup>	12000
012		m	40
08-60-	Excavate for inlet, outfall, mitre and catchwater drains		
030	Remove top soil to maximum depth of 200mm as	m <sup>3</sup>	60
	directed by the Engineer stockpile good material for		
04-60-	later, topsoiling of slide slopes and landscaping of		
00-90-	culverts, headwalls wing walls, apron, toe walls and	m <sup>2</sup>	
003	riaries and borrow pits	m <sup>3</sup>	70
08-90-	Regrade and compact to 90% minimum subgrade of D		
006	base class 55 (CBR 10): dump, spread, water, mix and	m	30
05-60-	compact to 100% (MDD AASHTO T.99) as per		
006-0-	specification	m <sup>3</sup>	
008	Provide place and compact class 15/20 concrete to		
	beds, surrounds and haunches	m <sup>3</sup>	15
	<b>TOTAL BIL 4</b>		
5	<b>BILL 5: EARTHWORKS</b>		
05-60-	Compaction of top 300mm below formation in cuts		
003	and fills to 100% MDD	m <sup>3</sup>	

08-60-16-80-036-001	Provide, place and compact class 25/20 concrete Type 1 hand walls, wing walls, approaches and trot walls to the total culvert viaducting of sewerage carriageway as directed by the Engineer.	m <sup>3</sup>	10		
	<b>TOTAL BIL 8</b>				
11-16-80--008	<del>BIL 11: SHOULDER TO PAVEMENT</del> Provide, place and compact asphaltic concrete Type 1 to way as directed by the Engineer.				
	Provide, transport to site, Bulldozer for dozing	m <sup>3</sup> Hrs	48		
11-50-001-80-002	Provide, place and compact dense bitumen macadam (DBM) with 3.0-4.5% nominal bitumen content by weight of total mix or as base on reconstruction sections as directed by the Engineer.	m <sup>2</sup>	200,000		
	<b>TOTAL BIL 11</b>	m <sup>3</sup>			
12	<b>TOTAL BIL 12</b>				
17	<b>BIL 17: CONCRETE WORKS CONCRETE</b>				
17-80-001-50-002	Provide, place and compact Hand packed stone material including fillings voids with stone dust as directed by the Engineer.	m <sup>3</sup>	0		
17-80-002	Class 25/20 concrete	m <sup>3</sup>			
12-50-002	Provide and compact natural gravel of CBR greater than 30% or any other approved similar material as directed by the Engineer.	m <sup>3</sup>			
	<b>TOTAL BIL 17</b>				
	<b>BILL 20: ROAD FURNITURE</b>	m <sup>3</sup>	14,000		
	<b>TOTAL BIL 12</b>				
20-50-007	Provide approved retractorised white paint and paint 100 mm wide white lines at the road edge as directed by the Engineer.				
20-50-008	Provide approved retractorised yellow base paint and paint 100 mm wide yellow centre lines on the road as directed by the engineer.				
	<b>TOTAL BIL 14</b>	Kgs			
20-50-019	Provide and place reflectors (cateyes) as instructed.				
	<b>BILL 15: BITUMINOUS SURF. TREAT. &amp; S DRESSING</b>	No.			
20-50-15-92-001	Prepare surface of carriageway, bus bays and repair areas provide and spray MC-30 cut back bitumen at a rate of 0.8-1.2 lt/m <sup>2</sup> as prime coat.				
	(a) Warning signs	Ltrs			
	Prepare surface of repair areas provide and spray k1-60 bitumen emulsion as tack coat or seal to seal to repair areas at a spray rate of 0.8-1.0/square metre as directed by the engineer.	No.			
	(b) Standard informatory signs	No.			
15-92-003	Place and provide class 20/20 concrete Bollards size 1.2xx2x0.2 embedded to a depth of 0.3 m at place and as directed by the Engineer.	Ltrs			
	<b>TOTAL BIL 15</b>				
17-80-003	<b>BILL 16: BITUMINOUS MIXES</b>	No.			

20-50-012	excavate for lay and joint 250mm by 125mm P.C.C. Kerbs bedded and n a 1;3 cement mortar and laid on 225mm by 100mm bed haunched by 100mm and 125 mass concrete class20/20. Rates to include carting away to spoil and watering for curing at least seven days	M			
	Supply lay 60mm thick paving block and vibrate with a plate compactor to the satisfaction of the engineer	M <sup>2</sup>			
	<b>TOTAL BILL 20</b>				

<b>SUMMARY</b>	
<b>TOTAL BILL 1</b>	
<b>TOTAL BILL 4</b>	
<b>TOTAL BILL 5</b>	
<b>TOTAL BILL 7</b>	
<b>TOTAL BILL 8</b>	
<b>TOTAL BILL 11</b>	
<b>TOTAL BILL 12</b>	
<b>TOTAL BILL 15</b>	
<b>TOTAL BILL 16</b>	
<b>TOTAL BILL 17</b>	
<b>TOTAL BILL 20</b>	
<b>TOTAL CARRIED TO FORM OF TENDER (16% VAT INCLUSIVE)</b>	

# WORK PROGRAMME

**CONTRACT PERIOD:**

**ACTIVITY IN WEEKS AS PER THE BILL OF QUANTITIES**

<b>ACTIVITY/WEEKS</b>	<b>WEEKS</b>						

