



**KENYA URBAN ROADS AUTHORITY**  
*Efficient and Safe Urban Roads*

**TENDER DOCUMENT**

**FOR**

**TENDER NO: KURA/RMLF/HQ/207/2019 – 2020**

**TENDER NAME: SUPPLY AND INSTALLATION OF ROAD  
BOUNDARY MARKER POSTS ON SELECTED ROADS  
WITHIN NAIROBI**

**(YOUTH)**

**DIRECTOR (ROAD ASSET AND CORRIDOR  
MANAGEMENT)  
KENYA URBAN ROADS AUTHORITY  
P.O.BOX 41727-00100  
NAIROBI**

**DIRECTOR GENERAL  
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## SECTION I: INVITATION TO TENDER

Tender invitation:

(See [www.kura.go.ke/tender](http://www.kura.go.ke/tender) notices)

## SECTION II: INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER

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## **INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER**

### **A. GENERAL**

#### **1 SCOPE OF BID**

- 1.1 The Employer, as defined in the Conditions of Contract Part II hereinafter “the Employer” wishes to receive bids for the construction of works as described in Section 1, clause 102 of the Special Specifications –“Location and extent of the Works”)
- 1.2 The successful bidder will be expected to complete the Works within the period stated in the Appendix to Form of Bid from the date of commencement of the Works.
- 1.3 Throughout these bidding documents, the terms bid and tender and their derivatives (bidder/tenderer, bid/tendered, bidding/tendering etc.) are synonymous, and day means calendar day. Singular also means plural.

#### **2 SOURCE OF FUNDS**

- 2.1 The source of funding is the Government of Kenya through the Road Maintenance Levy Fund.

#### **3 CORRUPT PRACTICES**

- 3.1 The government requires that the bidders, suppliers, sub-contractors and supervisors observe the highest standards of ethics during the execution of such contracts. In this pursuit of this policy, the government;

Defines for the purpose of this provision, the terms set forth below as follows:

- i) “corrupt practice” means the offering, giving ,receiving, or soliciting of anything of value to influence the action of the public official in the procurement process or in the execution, and
- ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the employer the benefits of free and open competition

Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract, and

Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a government contract if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a government financed contract

#### **4 ELIGIBLE BIDDERS**

- 4.1 This invitation to bid is open to Women bidders who are legally registered or incorporated in the Republic of Kenya as of the time of bid submission. Registration with the National Construction Authority (NCA) as a road works contractor is mandatory.
- 4.2 Bidders shall not have a conflict of interest. Bidders shall be considered to have conflict of interest, if they participated as a consultant in the preparation of the design, documentation or technical specifications of the works that are the subject of this bidding other than as far as required by the Employer.
- 4.3 A firm that is under a declaration of eligibility by the Employer in accordance with clause 3, at the date of submission of the Bid or thereafter, shall be disqualified.
- 4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request.

#### **5 QUALIFICATION OF THE BIDDER**

- 5.1 Bidders shall as part of their bid:
  - (a) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and
  - (b) Update any information submitted with their bids and update in any case the information indicated in the schedules and continue to meet the minimum threshold criteria set out in the bid documents.
- 5.2 As a minimum, bidders shall update the following information:
  - (a) evidence of access to lines of credit from a bank and availability of other financial resources
  - (b) financial predictions for the current year and the two subsequent years, including the effect of known commitments
  - (c) work commitments
  - (d) current litigation information; and
  - (e) availability of critical equipment
- 5.3 Bidders shall also submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the bidders' proposals to meet the technical specifications and the completion time referred to in Clause 1.2 above.

#### **6 ONE BID PER BIDDER**

- 6.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified.

#### **7 COST OF BIDDING**



- 7.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **8 SITE VISIT**

- 8.1 The tenderer is advised to visit and examine the site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the site shall be the tenderer's own responsibility.
- 8.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.
- 8.3 A Mandatory pre-tender site meeting shall be held as specified in the tender notice. A representative of the Employer will be available to meet the intending tenderers at the venue.
- 8.4 The Employer will conduct a Site Visit concurrently with the pre-bid meeting referred to in Clause 0, attendance for which is necessary for all bidders. Attendance by the tenderers shall be as specified in the tender notice.
- 8.5 Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.
- 8.6 Each tenderer shall complete the Certificate of Tenderer's Visit to the Site, whether he in fact visits the Site at the time of the organized site visit or by himself at some other time.

## **B. BIDDING DOCUMENTS**

### **9 CONTENTS OF BIDDING DOCUMENTS**

The set of documents comprising the tender includes the following together with any addenda issued in accordance with Clause 0:

Invitation to Bid

Instructions to Bidders and Conditions of Tender

Appendix to Instruction to Tenderers

Conditions of Contract - Part I

Conditions of Contract - Part II

Road Maintenance Manual (May 2010 Edition)

Standard Specifications

Special Specifications

Form of Bid, Appendix to Form of Bid and Bid Security  
Bills of Quantities  
Schedules of Supplementary information  
Form of Contract Agreement  
Form of Performance Security  
Drawings  
Bid Addenda (Bid Notices)  
Declaration Form

The bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids that are not substantially responsive to the requirements of the bidding documents will be rejected.

All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential".

#### **CLARIFICATION OF BIDDING DOCUMENTS**

The prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing, cable or by e-mail (hereinafter the term cable is deemed to include telex and facsimile) at the Employer's mailing address indicated in the Bidding Data.

The Employer will respond in writing to any request for clarification that he receives earlier than 7 days prior to the deadline for the submission of bids. Copies of the Employer's response to queries raised by bidders (including an explanation of the query but without identifying the sources of the inquiry) will be sent to all prospective bidders who will have purchased the bidding documents.

#### **AMENDMENT OF BIDDING DOCUMENTS**

At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing subsequent Addenda.

The Addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 0 and shall be communicated in writing or cable to all purchasers of the bidding documents. Prospective bidders shall promptly acknowledge receipt of each Addendum in writing or by cable to the Employer.

In order to afford prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer may, at his discretion, extend the deadline for the submission of bids in accordance with Clause 16.2.

#### **PREPARATION OF BIDS**

##### **LANGUAGE OF BID**

The bid prepared by the bidder and all correspondences and documents relating to the bid exchanged by the bidder and the Employer shall be written in the English Language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the bid, the English language shall prevail.

#### **DOCUMENTS COMPRISING THE BID**

The bid to be prepared by the bidder shall comprise:

Duly filled-in Form of Bid and Appendix to form of bid;

Bid security;

Priced Bills of Quantities;

Schedules of information

Qualification criteria

Any other materials required to be completed and submitted in accordance with the Instructions to Bidders embodied in these bidding documents.

These Forms, Bills of Quantities and Schedules provided in these bidding documents shall be used without exception (subject to extensions of the Schedules in the same format).

#### **BID PRICES**

Unless explicitly stated otherwise in the bidding documents, the contract shall be for the whole works as described in Sub-Clause 1.1, based on the basic unit rates and prices in the Bill of Quantities submitted by the bidder.

The bidder shall fill in rates and prices for all items of Works described in the Bills of Quantities, whether quantities are stated or not.

All duties, taxes (including VAT) and other levies payable by the Contractor under the Contract, or for any other cause as of the date 7 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder.

Unless otherwise provided in the Bidding Data and Conditions of Particular Application the rates and prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 70 of the Conditions of Contract.

#### **CURRENCIES OF BID AND PAYMENT**

Bids shall be priced in Kenya Shillings.

#### **BID VALIDITY**

The bid shall remain valid and open for acceptance for a period of 90 calendar days from the specified date of bid opening specified in Clause 22.

In exceptional circumstances prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The

request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required nor permitted to modify his bid but will be required to extend the validity of his bid security for the period of the extension, and in compliance with Clause 0 in all respects.

### **BID SECURING DECLARATION**

The bidder shall furnish, as part of his bid, a duly filled and signed bid Securing Declaration Form as shown in the Appendix to instruction to tenderers.

The bid securing declaration shall be in the format and in accordance with bid securing declaration form included in Section 3. The bid securing declaration shall remain valid for a period of thirty (30) days beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-Clause 0.

Any bid not accompanied by an acceptable bid securing declaration will be rejected by the Employer as non-responsive.

The bid securing declaration of unsuccessful bidders will expire either 28 days after the expiration of the period of bid validity or upon receipt of copy of notification of award to successful bidder whichever comes earlier.

The bid securing declaration of the successful bidder will be discharged upon the bidder signing the Contract Agreement and furnishing the required performance security.

The bidder shall automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of 5 years starting on the date of expiration of tender validity period, if:

a bidder withdraws his bid, except as provided in Sub-Clause 0.

or

in the case of a successful bidder, if he fails within the specified time limit to:

sign the Contract Agreement or

furnish the necessary performance security

### **NO ALTERNATIVE OFFERS**

The bidder shall submit one offer, which complies fully with the requirements of the bidding documents.

The bid submitted shall be solely on behalf of the bidder. A bidder who submits or participates in more than one bid will be disqualified.

A price or rate shall be entered in indelible ink against every item in the Bills of Quantities with the exception of items which already have Prime Cost or Provisional sums affixed thereto. The bidders are reminded that no “nil” or “included” rates or “lump-sum” discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply will be disqualified.

## **PRE-BID MEETING**

The bidder's designated representative is invited to attend a mandatory pre-bid meeting, which will take place as specified in the Tender notice. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The bidder is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 9.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 or through the minutes of the pre-bid meeting.

## **FORMAT AND SIGNING OF BIDS**

The bidder shall prepare one original of the documents comprising the bid as described in Clause 0 of these Instructions to Bidders, bound with the section containing the Form of Bid and Appendix to Bid, and clearly marked "ORIGINAL". In addition, the bidder shall submit another copy of the bid clearly marked "COPY OF ORIGINAL". In the event of discrepancy between them, the original shall prevail.

The original and copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub-Clause 5.1(a) OR 4.3 (c) as the case may be. The person or persons signing the bid shall initial all pages of the bid where entries or amendments have been made.

The bid shall be without alterations, omissions or conditions except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

## **SUBMISSION OF BIDS**

### **SEALING AND MARKING OF BIDS**

The bidder shall seal the original and each copy of the bid in separate envelopes duly marking the envelopes "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer separate envelope.

The inner and outer envelopes shall be:

- (a) Addressed to the Employer at the address provided in the Appendix to Form of Bid.

Bear the name and identification number of the contract. In addition to the identification required in sub-Clause 0, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause 0, and for matching purposes under Clause 0.

If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidder's identity the Employer will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.

#### **DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by the Employer at the address specified in Sub Clause 0 not later than **the date indicated in the tender notice.**

Tenders delivered by hand must be placed in the “tender box” provided in the office of the employer.

Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in accordance with Clause 0 in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

#### **LATE BIDS**

Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 0 will be returned unopened to the bidder.

#### **MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS**

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

The bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 0, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

No bid may be modified subsequent to the deadline for submission of bids, except in accordance with Sub-Clause 29.2.

Any withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified in Clause 0 may result in the forfeiture of the bid security pursuant to Sub-Clause 0.

## **BID OPENING AND EVALUATION**

### **BID OPENING**

The Employer will open the bids, including withdrawals and modifications made pursuant to Clause 24, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the letter of invitation. The bidders' representatives who are present shall sign a register evidencing their attendance.

Envelopes marked "WITHDRAWAL" and "SUBSTITUTION" shall be opened first and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 0 shall not be opened.

The bidder's name, the Bid Prices, including any bid modifications and withdrawals, the presence (or absence) of bid security, and any such details as the Employer may consider appropriate, will be announced by the Employer at the opening. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. No bid shall be rejected at bid opening except for late bids pursuant to Clause 22.

The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 24.3.

Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

### **PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, evaluation and comparison of bids, and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

### **CLARIFICATION OF BIDS AND CONTACTING OF THE EMPLOYER**

To assist in the examination, evaluation, and comparison of bids, the Employer may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 29.

Subject to Sub-Clause 26.1, no bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, should do so in writing.

Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

### **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) has been properly signed; (b) is accompanied by the required securities; (c) is substantially responsive to the requirements of the bidding documents; and (d) provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 28.2.

A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation and has a valid tender bank guarantee. A material deviation or reservation is one

- (a) Which affects in any substantial way the scope, quality, or performance of the works;
- (b) Which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
- (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

#### **CORRECTION OF ERRORS**

Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will **NOT** be corrected by the Employer. Any bid found to have arithmetic errors shall be disqualified.

#### **EVALUATION AND COMPARISON OF BIDS**

The Employer will carry out evaluation of details and information provided in post-Qualification Questionnaire and any bidder who does not qualify shall not have his/her bid evaluated further.

The Employer will then evaluate and compare only the bids determined to be substantially responsive in accordance with Clauses 27 and 28.

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

A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.



### **31. QUALIFICATION AND EVALUATION CRITERIA**

31.1 Post-qualification will be based on meeting all of the following minimum point scale criteria regarding the Applicant's general and particular experience, personnel and equipment capabilities as well as financial position. The Employer reserves the right to waive minor deviations, if they do not materially affect the capacity of an applicant to perform the contract. Subcontractor's experience and resources shall not be taken into account in determining the Applicant's compliance with qualifying criteria.

#### **31.2 *General Experience.***

The Applicant shall meet the following minimum criteria: -

Average annual turnover for the last 2 years – **KShs.7, 000,000.00**

Successful completion as a prime contractor or sub-contractor in the execution of at least two roads rehabilitation/new construction projects of a similar nature and comparable in complexity to the proposed contract within the last two years, for which at least one was located in an urban environment in Kenya.

31.3 ***Personnel Capabilities.*** The Applicant should list down personnel of minimum qualification of HND in Civil Engineering for Site Agent, Ordinary Diploma for the surveyor and other supervisory staff.

31.4 ***Equipment Capabilities.*** The Applicant should list down, the plants and equipment that are in his ownership and the ones proposed for hire which should be suitable for executing contract works. – Applicants must attaché evidence of ownership or hiring arrangements.

31.5 ***Cash flow statement.*** The Applicant should demonstrate that the firm has access to or has available, liquid assets, unencumbered real assets, lines or credit, and other financial means sufficient to meet the construction cash flow for a period of 2 months, estimated at 20% of the estimated tender sum.

31.6 **Balance Sheets.** Signed and stamped Audited balance sheets for the last two years should be submitted and must demonstrate the soundness of the Applicant's financial position, availability of working capital and net worth.

31.7 **Financial position/Ratios.** The applicant's financial information will be assessed in terms of ROCE, current ratio and return on equity, and the must meet criteria on their financial position given on this basis. Where necessary, the Employer may make inquiries with the Applicant's bankers.

31.8 ***Litigation History.*** The Applicant should provide accurate information on any litigation or arbitration resulting from contracts complete or under execution by him over the last five years. A consistent history of litigation against the Applicant may result in failure of the application.

31.9 Post-qualification criteria are as provided in the Appendix to instruction to tenderers. The bidders who pass the technical criteria will be subjected to financial evaluation.

## **FINANCIAL EVALUATION**

Comparison of major rates of items of construction & credibility of tenderers rates

The Employer will compare the tenderers' rates with the Engineer's estimates for major items of construction. If some bids are seriously unbalanced or front loaded in relation to the Engineer's estimates for the major items of work to be performed under the contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Employer may require that the amount of the Performance Security set forth in Clause 35 be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the contract.

## **AWARD OF CONTRACT**

### **AWARD**

Subject to Clause 32, the Employer will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price pursuant to Clause 29, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Sub-Clause 3.1, and (b) qualified in accordance with the provisions of Clause 4.

### **EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

### **NOTIFICATION OF AWARD**

Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing or by cable confirmed by registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") shall specify the sum, which the Employer will pay the Contractor in consideration of the execution and completion of the works and the remedying of any defects therein by the Contractor as prescribed by the contract (hereinafter and in the Conditions of Contract called "the Contract Price").

At the same time that the Employer notifies the successful bidder that his bid has been accepted, the Employer shall notify the other bidders that their bids have been unsuccessful and that their bid security will be returned as promptly as possible, in accordance with sub clause 17.4.

### **SIGNING OF AGREEMENT**

Within 21 days of receipt of the Notification of Award, the successful bidder shall sign the Form of Agreement and return it to the Employer, together with the required performance security.

### **PERFORMANCE SECURITY**

Within 21 days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security in the form stipulated in the Conditions of contract. The form of performance security provided in Section 9 of the bidding documents shall be used.

The successful bidder shall provide a performance security in the form of an Unconditional Bank Guarantee from a reputable bank located in Kenya.

Failure by successful bidder to lodge the required performance Guarantee within 21 days of the receipt of the letter of Acceptance shall constitute sufficient grounds for annulment of the award and forfeiture of the bid surety; in which event the Employer may make the award to another bidder or call for new bids.

### **CONTRACT EFFECTIVENESS**

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

## QUALIFICATION CRITERIA

This Section contains all the factors, methods and criteria that the Employer shall use to evaluate applications. The information to be provided in relation to each factor and the definitions of the corresponding terms are included in the respective Application Forms.

### Contents

1. Eligibility .....	Error! Bookmark not defined.
2. Historical Contract Non-Performance .....	Error! Bookmark not defined.
3. Financial Situation.....	Error! Bookmark not defined.
4. Experience .....	Error! Bookmark not defined.
5. Current Commitments.....	Error! Bookmark not defined.
6. Site Staff .....	Error! Bookmark not defined.
7 Schedule Of The Major Items Of Plant To Be Used On The Proposed Contract.	Error! Bookmark not defined.

**Tender Document for Supply and Installation of Road Boundary Marker Posts on selected Roads within Nairobi**

No.	Subject	Requirement	Bidder	Submission Requirements
<b>1. Eligibility</b>				
1.1	Eligibility	Nationality in accordance with Sub-Clause 4.1.	Must meet requirement	Section 2, Schedule 1
1.2	Conflict of Interest	No conflicts of interest in Sub-Clause 4.2.	Must meet requirement	Section 2, Schedule 1
1.3	Debarment	Not having been declared ineligible by the Employer, as described in Sub-Clause 4.3.	Must meet requirement	Section 2, Schedule 11
1.4	Incorporation & Registration	<p>Pursuant to sub-clause 4.1 the following shall be provided;</p> <ul style="list-style-type: none"> <li>- Copy of Certificate of incorporation certified by a Commissioner of Oaths or issuing authority to show that the applicant is a registered company and legally authorised to do business in Kenya</li> <li>- Proof of registration with the National Construction Authority (NCA) in the categories indicated in the tender notice.</li> <li>- Proof of registration with a Certified copy of a valid certificate from National or County Treasury for relevant category</li> </ul>	Must meet requirement	Section 2, Schedule 1
<b>2. Historical Contract Non-Performance</b>				
2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last five (5) years prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the applicant have been exhausted.	Must meet requirement	Section 2, Schedule 5

**Tender Document for Supply and Installation of Road Boundary Marker Posts on selected Roads within Nairobi**

No.	Subject	Requirement	Bidder	Submission Requirements
2.2	Pending Litigation	All pending litigation shall in total not represent more than fifty percent (50%) of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must meet requirement	Section 2, Schedule 10
<b>3. Financial Situation</b>				
3.1	Financial Performance	(a) Submission of audited balance sheets or other financial statements acceptable to the Employer, for the last two [2] years and authenticated bank statement for the last six (6) months to demonstrate: (b) the current soundness of the applicants financial position and its prospective long term profitability, and (c) capacity to have a cash flow equivalent to 20% of the tender sum	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Attach evidence on the requirement of Section 2, Schedule 8 a) All pages must be initialized and stamped by both a practicing Auditor registered with ICPAK and one of the Directors. Auditor's practicing membership number from ICPAK must be indicated. Non-adherence to this to part a, b and c leads to disqualification.  (b) All pages in the bank statement must be initialized and stamped by the issuing bank.
3.2	Average Annual Construction Turnover	(d) Average annual construction turnover of Kshs. 21 Million [Twenty one Million], calculated as total certified payments received for contracts in progress or completed, within the last two [(2)] years	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Section 2, Schedule 8
<b>4. Experience</b>				
4.1(a)	General Construction Experience	Experience under construction contracts in the role as a main contractor or subcontractor for at least the last three [3] years prior to the applications submission deadline	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Section 2, Schedule 6A

**Tender Document for Supply and Installation of Road Boundary Marker Posts on selected Roads within Nairobi**

No.	Subject	Requirement	Bidder	Submission Requirements
4.2(b)	Specific Construction Experience	Participation as a roads contractor, management contractor or subcontractor, in at least two (2) contracts each with a value of at least KShs. 3Million ((Three million), successfully and substantially completed. One (1) of the contracts should be in a City 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 Section 2.	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Section 2, Schedule6A
<b>5. Current Commitments</b>				
5.1	On-going contracts	The total value of outstanding works on the on-going contracts should not exceed the average annual turnover for the last two years.	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Section 2, Schedule 6B
<b>6. Site Staff</b>				

**Tender Document for Supply and Installation of Road Boundary Marker Posts on selected Roads within Nairobi**

No.	Subject	Requirement	Bidder	Submission Requirements
	HQ Staff	The site staff shall possess minimum levels of qualifications set below;  Qualification = Diploma in Civil Engineering/Building construction	Must submit as required and bidders who meet the requirement are marked YES, those that do not meet are marked NO  Must submit as required and bidders who meet the requirement are marked YES, those that do not meet are marked NO	Section 2, Schedule 5
	Site Agent	Qualification = Higher National Diploma in Civil Engineering		
	Foreman	General Experience Specific Experience		
	Site Surveyor	Qualification = Dip. Civil Engineering General Experience = 5 yrs Specific Experience = 3 Yrs  Qualification = Diploma in Survey General Experience = 3 yrs Specific Experience = 2 Yrs		
<b>PLANT AND EQUIPMENT</b>				
	See description below in Schedule 7			
	Work Methodology	Submission of a brief work methodology in accordance with sub-clause 5.3	Must submit as required and bidders who meet the requirement are marked YES, those that do not meet are marked NO	Section 2
7.	Business permit and office location	Should have a physical address and Current business Permit	Must submit as required and bidders who meet the requirement are marked YES, those that do not meet are marked NO	Section 2, Schedule 1
	Litigation History	The applicant to provide a valid Sworn affidavit for the tender.	Must submit as required and bidders who meet the requirement are marked YES, those that do not meet are marked NO	Section 2, Schedule 10



## 7. Schedule of the Major Items of Plant/Equipment Available for Proposed Contract.

The Bidder must indicate the core plant and equipment considered by the company to be necessary for undertaking the project together with proof of ownership /lease. The lease must be current i.e dated from January 2020. (\* 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 for the Contract Execution	Compliance Requirement	No of Equipment Owned by the Bidder	No. of equipment to be hired/ purchased by the Bidder	No. of equipment to be made available for the Contract by the Bidder
A	<b>General Plant</b> Asphalt Concrete patching plant	optional				
B	<b>Milling Machine</b> Asphalt Milling Machine	optional				
C	<b>Bituminous Plants</b> Bitumen Pressure distributor	optional				
	Asphalt concrete paver	optional				
D	<b>Compactors</b> Vibrating compaction plate 300 mm wide	optional				
	Vibrating compaction plate 600 mm wide	optional				
E	<b>Pot hole repair machines</b> Colas Sprayer	0				
	Pavement Cutter Machine	0				
	Paver Braker Machine	0				
	Pedestrian Roller	0				
F	<b>Concrete Equipment</b> Mobile concrete mixers	1	Yes/ No			
	Concrete vibrators	1	Yes/No			

*Tender Document for Supply and Installation of Road Boundary Marker Posts on selected Roads within Nairobi*

Item No.	Equipment Details	*Minimum Number Required for the Contract Execution	Compliance Requirement	No of Equipment Owned by the Bidder	No. of equipment to be hired/ purchased by the Bidder	No. of equipment to be made available for the Contract by the Bidder
G	<p><b>Transport (Tippers, dumpers, water tankers)</b></p> <p>4X2 tippers payload 7 – 12 tonnes</p> <p>6X4 tippers payload 16 – 20 tonnes</p> <p>8X4 tippers payload 16 – 20 tonnes</p> <p>Flat bed lorries</p> <p><b>Subtotal for G – tippers &amp; dumpers</b></p> <p>Water tankers (18,000 – 20,000 litres capacity)</p>	0				
H	<p><b>Earth – Moving Equipment</b></p> <p>Wheeled loaders</p> <p>Motor graders (93 - 205kW)</p> <p>Trench excavator</p> <p><b>Subtotal for H – Earth moving equipment</b></p>	0				
I	<p><b>Excavators</b></p> <p>Hydraulic crawler mounted (7 – 10 tonnes) – 0.25 – 0.4 m<sup>3</sup> SAE bucket.</p> <p>Hydraulic crawler mounted (10 – 16 tonnes) – 0.40 – 0.60 m<sup>3</sup> SAE bucket.</p> <p>Hydraulic wheel mounted (7 – 10 tonnes) – 0.25 – 0.4 m<sup>3</sup> SAE bucket.</p> <p>Hydraulic wheel mounted (10 – 16 tonnes) – 0.40 – 0.6 m<sup>3</sup> SAE bucket.</p> <p>Hydraulic wheel mounted backloader (7 – 10 tonnes) –</p>	optional				

*Tender Document for Supply and Installation of Road Boundary Marker Posts on selected Roads within Nairobi*

Item No.	Equipment Details	*Minimum Number Required for the Contract Execution	Compliance Requirement	No of Equipment Owned by the Bidder	No. of equipment to be hired/ purchased by the Bidder	No. of equipment to be made available for the Contract by the Bidder
J	0.25 – 0.4 m <sup>3</sup> SAE bucket.					
	<b>Subtotal for I (Excavators)</b>					
	<b>Rollers</b>					
	Self-propelled single drum vibrating (various types)	0				
	Pneumatic rubber tyre (1-2 tonnes/wheel)					
	Double drum vibrating pedestrian roller	0				
		0				
		Optional				

## Appendix to Instruction to Tenderers

**Table 1: Pre- Qualification Checklist for Completeness and Responsiveness.**

S/No.	Completeness and Responsiveness Criteria	References	Requirement
1.	Form of Bid	Section II Clause 20.2	Amount must be indicated Properly stamped, filled and signed
2.	Appendix to Form of Bid	Section II Clause 20.2	Properly stamped, filled and signed
3.	Bid Security	Section II Clause 17	~ The bidder must fill the Bid Securing Declaration Form
4.	Confidential Business Questionnaire	Section IX; Schedule 1	~ Properly filled, stamped and signed ~ Provide all required information
5.	Form of Power of Attorney	Section IX; Schedule 2 Clause 5.1(a)	~ Properly filled, stamped and signed
6.	Tax Compliance Certificate	Tender notice	~ Provide valid tax compliance certificate
7.	Registration with National Construction Authority (NCA)	Tender notice Item 1.4 of QC	~ Copy of valid certificate and practicing license
8.	Certificate of Incorporation	Tender notice Item 1.4 of QC	Copy of certificate Certified by Commissioner for Oaths
9.	Certificate of Registration in a target group	Tender notice	Certified copy of a valid certificate from National or County Treasury for relevant category
10.	Priced Bill of Quantities	Clause 14.1 Section IX	Fill all rates, prices and amounts and counter sign any alteration(s) Stamp and initial all pages of BOQ's
11.	Eligibility	Section II; Schedule 1 Clause 4.1	~ Legible copies of National ID or passport for all directors ~ System generated Form CR12 (12 months)
12.	Conflict of interest	Section II; Schedule 1 Clause 4.2	~ to state explicitly

**Tender Document for Supply and Installation of Road Boundary Marker Posts on selected Roads within**

13.	Debarment	Section II Clause 30.4; Schedule 11 Item 1.3 of QC	- Properly filled, stamped and signed
14.	Pending Litigation	Item 2.2 of QC	Provide original sworn affidavit for the specific tender
15.	Litigation History	Section II Clause 31.8; Schedule 10	- Properly filled, stamped and signed
16.	History of Non performance	Schedule 6B Item 2.1 of QC	- Fill information on non-completed works
17.	Certificate of Tenderers Visit to Site	Section II; Clause 8.3	- Attend pre-bid meeting/visit - Certificate must be signed and stamped by the Employer's representative
18.	Schedule of Major Items of Plant	Section XI Item 5 of QC ; Schedule 7	- Properly filled, stamped and signed
19.	Schedule of Key Personnel	Section XI Item 6 of QC ; Schedule 5	- Properly filled, stamped and signed
20.	Roadwork Completed Satisfactorily	Section XI ; Item 4 of QC Schedule 6A	- Properly filled, stamped and signed
21.	Schedule of Ongoing Projects	Section XI; Item 5.1 of QC Schedule 7	- Properly filled, stamped and signed
22.	Schedule of other Supplementary Information / Financial Standings	Section XI; Item 5.1 of QC Schedule 9	- Properly filled, stamped and signed
23.	Declaration form for bankrupt or insolvent	Schedule 11	- Properly filled, stamped and signed
24.	Anti-corruption form	Schedule 12	- Properly filled, stamped and signed
25.	Serialisation of bid document	Tender notice	All pages in the bid document should be sequentially serialised.
26.	Copy of Bid Document	Clause 20.1	- Replica of the original
REMARKS		Clause 13.1/20.2	- Bid document to be complete, properly filled and signed.

**Key:** QC – Qualification Criteria

**Table 2: Post- qualification Score**

ITEM		DESCRIPTION	MUST CRITERIA	MEET
1		FINANCIAL CAPACITY		
	a	Audited Statements	YES/NO	
	b	Cash flow statement (forecasts)	YES/NO	
	c	Financial position/Ratios	YES/NO	
	d	Turnover	YES/NO	
2		EXPERIENCE		
		General Experience	YES/NO	
		Specific experience in related works	YES/NO	
3		CURRENT COMMITMENTS		
		On-going works	YES/NO	
4		KEY PERSONNEL		
		HQ Staff	YES/NO	
		Site Agent	YES/NO	
		Surveyor	YES/NO	
		Foreman	YES/NO	
5		PLANT AND EQUIPMENT		
		Equipment capabilities	YES/NO	
6		WORK METHODOLOGY	YES/NO	
7		LITIGATION HISTORY	YES/NO	
8		Business permit and office location	YES/NO	
		REMARKS	YES/NO	

Bidders must achieve YES in all the measured parameters to qualify.

The bidders who pass the technical criteria will be subjected to financial evaluation

## **SECTION IV: CONDITIONS OF CONTRACT**

### **PART I: GENERAL CONDITIONS OF CONTRACT**

The Conditions Of Contract Part 1 – General Conditions shall be those forming Part 1 of the Conditions Of Contract for works of Civil engineering construction Fourth Edition 1987, reprinted in 1992 with further amendments, prepared by the Federation Internationale des Ingenieurs Conseils (FIDIC)

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat  
P.O.Box 86  
1000 Lausanne 12  
**Switzerland**

Fax: 41 21 653 5432

Telephone: 41 21 653 5003

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

The following Conditions of Particular Application shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The Particular Condition is preceded by the corresponding clause number of the General Conditions to which it relates.



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## CONDITIONS OF PARTICULAR APPLICATION

### SUBCLAUSE 1.1 – DEFINITIONS

Amend this sub-clause as follows:

(i) The “Employer” is the Kenya Urban Roads Authority, represented by the Director General - Kenya Urban Roads Authority.

(ii) The “Engineer” is the Director (Road Asset and Corridor Management) - Kenya Urban Roads Authority.

(b) (i) Insert in line 2 after the Bills Of Quantities”, the following, “the rates entered by the Contractor (whether or not such rate be employed in computation of the Contract Price),”

Amend subparagraph (b) (v) of Sub-Clause 1.1 by adding the following words at the end: The word “BID” is synonymous with “bid” and the word “Appendix to BID” with “Appendix to Bid” and the word “BID documents” with “bidding documents”.

Add the following at the end of this sub-clause:

(h) “Materials” means materials and other things intended to form or forming part of the Permanent Works.

(i) “Quantified site instructions” means Site instructions from the Engineer or his representative to the Contractor instructing him to carry out quantified works drawn from the contract to be carried out within a specified period.

### SUBCLAUSE 2.1 - ENGINEER’S DUTIES AND AUTHORITY.

With reference to Sub-Clause 2.1 (b), the following shall also apply: The Engineer shall obtain the specific approval of the Employer before taking any of the following actions specified in Part 1:

(a) Consenting to the subletting of any part of the works under Clause 4;

(b) Certifying additional cost determined under Clause 12;

(c) Determining an extension of time under Clause 44;

(d) Issuing a variation under Clause 51;

(e) Fixing rates or prices under Clause 52

### SUBCLAUSE 2.5 - INSTRUCTIONS IN WRITING

Add at the end of sub-clause 2.5 the following: “The site instructions shall be in the form of quantified site instructions and the contractor shall commence execution of the site instructions within three (3) days and complete within the completion period as stipulated in the instructions.

### SUBCLAUSE 5.1 - LANGUAGE AND LAW

The Contract document shall be drawn up in the ENGLISH LANGUAGE. Communication between the Contractor and the Engineer’s Representative shall be in this given language.

The Laws applicable to this Contract shall be the Laws of the Republic of Kenya.

#### SUBCLAUSE 5.2 – PRIORITY OF CONTRACT DOCUMENTS

Delete the documents listed 1-6 and substitute:

The Contract Agreement (if completed)

The Letter Of Acceptance;

The Bid and Appendix to Bid;

The Conditions of Contract Part II;

The Conditions of Contract Part I;

The Special Specifications;

The Standard Specification for Road and Bridge Construction, 1986;

The Drawings;

The priced Bills of Quantities

Other documents as listed in the Appendix to form of Bid

#### SUBCLAUSE 8.2 – SITE OPERATIONS AND METHODS OF CONSTRUCTION

Add sub- clause 8.2(b) at the end as follows:

“The Contractor shall submit to the Engineer Works Methodology not later than 14 days from the date of award of the contract and general description of his proposed arrangements and methods for the execution of the Works. This shall include inter-alia temporary office, buildings, access roads, construction plant and its intended production output, working shift arrangements, labour strength, skilled and unskilled, and supervision arrangements, power supply arrangements, supply of materials including a materials utilisation programme, stone crushing, aggregate production and storage, cement handling, concrete mixing and handling, methods of excavation, dealing with water, testing methods and facilities.”

#### SUBCLAUSE 10.1 - PERFORMANCE SECURITY

Replace the text of Sub-clause 10.1 with the following:

“The Contractor shall provide security for his proper performance of the Contract within 28 days after receipt of the Letter of Acceptance. The Performance Security shall be in the form of a bank guarantee as stipulated by the Employer in the Appendix to Bid. The Performance Security shall be issued by a bank incorporated in Kenya. The Contractor shall notify the Engineer when providing the Performance Security to the Employer.

“Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost, the Contractor, at the Engineers written request, shall promptly increase the value of the Performance Security by an equal percentage.

#### SUBCLAUSE 10.2 - VALIDITY OF PERFORMANCE SECURITY

The Performance Security shall be valid until a date 28 days after the date of issue of the Defects Liability Certificate. The security shall be returned to the Contractor within 14 days of expiration.

#### SUBCLAUSE 10. 3 - CLAIMS UNDER PERFORMANCE SECURITY

Delete the entire sub-clause 10.3.

#### SUBCLAUSE 10. 4 - COST OF PERFORMANCE SECURITY

The cost of complying with the requirements of this clause shall be borne by the Contractor.

#### SUBCLAUSE 11. 1 - INSPECTION OF SITE

In line 17 after “affect his BID” add

“and the Contractor shall be deemed to have based his BID on all the aforementioned”

Delete the last paragraph completely and replace with the following:

“The Employer in no way guarantees completeness nor accuracy of the soil, materials, subsurface and hydrological information made available to the Contractor at the time of Biding or at any other time during the period of the Contract, and the Contractor shall be responsible for ascertaining for himself all information as aforesaid for the execution of works and his BID shall be deemed to have been priced accordingly.

#### SUBCLAUSE 11.2 - ACCESS TO DATA

Data made available by the Employer in accordance with Clause 11.1 shall be deemed to include data listed elsewhere in the Contract as open for inspection at the address stipulated in the Appendix to Bid.

#### SUBCLAUSE 14.1 PROGRAM TO BE SUBMITTED

The time within which the program shall be submitted shall be fourteen (14) days from the issuance of order to commence.

The programme shall be in the form of a Critical Path Method Network (CPM network) showing the order of procedure and description of the construction methods and arrangements by which he proposes to carry out the works. It should also be supplemented by a time – bar chart of the same programme.

The programme shall be coordinated with climatic, groundwater and other conditions to provide for the completion of the Works in the instruction and by the time specified. The programme shall be revised on demand by the Engineer or his representative.

During the execution of the works, the Contractor shall submit to the Engineer full and detailed particulars of any proposed amendments to the arrangements and methods submitted in accordance with the foregoing. If details of the Contractor’s proposals for Temporary Works are required by the Engineer for his own information the Contractor shall submit such details within seven days of being requested to do so.

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The various operations pertaining to the works shall be carried out in such a progressive sequence as will achieve a continuous and consecutive output of fully completed road works inclusive of all bridge works and culverts within the time limits specified in the Contract and the instructions. Generally, the Contractor shall carry out works within the sections stated in the instructions.

The Contractor shall allow in his programme for the following 10 public holidays per calendar year in Kenya.

New Year's Day (1<sup>st</sup> January)  
Good Friday  
Easter Monday  
Labour day (1<sup>st</sup> May)  
Madaraka Day (1<sup>st</sup> June)  
Idd Ul Fitr  
Mashujaa Day (20<sup>th</sup> October)  
Jamhuri day (12<sup>th</sup> December)  
Christmas Day (25<sup>th</sup> December)  
Boxing day (26<sup>th</sup> December)

The Contractor should also allow per calendar year for a further 2 unspecified public holidays which may be announced by the Government of Kenya with no prior notification.

Add the following at the end of this sub-clause: ~

The Employer shall have the right to withhold payment at any time if the contractor fails to submit the programme or revised programme due to his negligence, failure or omission.

**SUBCLAUSE 14.3- CASH FLOW ESTIMATE**

The cash flow estimates shall be submitted together with the works programme.

**SUBCLAUSE 15.1- CONTRACTOR'S SUPERINTENDENCE**

Add the following at the end of the first paragraph of sub-clause 15.1:

“The Contractor shall, within seven (7) days of receipt of the Engineer's order to commence the works inform the Engineer in writing the name of the Contractor's Representative and the anticipated date of his/her arrival on site.”

Add the following Sub-clause 15.2

**SUBCLAUSE 15.2- LANGUAGE ABILITY AND QUALIFICATIONS OF CONTRACTOR'S AUTHORISED AGENT**

The Contractor's Agent or Representative on the site shall have as a minimum an ordinary diploma in civil Engineering or building construction or have equivalent status approved by the Engineer and shall be able to read and write English fluently.

The Contractor's Agent or Representative shall have at least 3 years related experience.

**SUBCLAUSE 16.2- ENGINEER AT LIBERTY TO OBJECT**

At the end of this Clause add

“by a competent substitute approved by the Engineer and at the Contractors own expense.”  
Add the following Sub-Clauses 16.3 and 16.4:

**SUBCLAUSE 16.3- QUALIFICATION AND LANGUAGE ABILITY OF SUPERINTENDING STAFF**

The Contractor’s superintending staff shall meet the following minimum qualifications:  
Should have a working knowledge of English or Kiswahili. Should any of the superintending staff not be able to meet this condition, the Contractor shall propose to the Engineer arrangements for provision of a sufficient number of interpreters of approved qualifications. The Engineer, at his discretion, may amend, approve or reject such arrangements or reject deployment of superintending staff not meeting the language requirements. The Engineer may at any time during the duration of the Contract amend any approved arrangements made for interpreters, which shall be implemented at the Contractors expense.  
The key staff listed below must have academic qualifications from government-recognised institutions or equivalent institutions of the levels set out in Section 5, Part 6.

- Site Agent
- Site Engineer
- Site Surveyor
- Foremen

The key staff listed below must have minimum experience set out in Section 5, Part 6:

- Site Agent
- Site Engineer
- Site Surveyor
- Foremen

Qualifications as above shall be subject to verification and approval on site by the Engineer or his representative on site before commencement of the said works.

**SUBCLAUSE 19.1- SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT**

Add Sub-Clause-paragraph (d) of Sub-Clause 19 as follows:  
Notwithstanding the Contractor’s obligation under Sub-Clause-paragraph (a), (b) and 9(c) of Sub-Clause 19.1 of the Conditions Of Contract, the Contractor shall observe the following measures with a view to reducing or elimination adverse environmental effects by the site works:

- All quarries and borrow pits shall be filled and landscaped to their original state after extraction of construction material
- Soil erosion due to surface runoff or water from culverts or other drainage structures should be avoided by putting in place proper erosion control measures that shall include, but are not limited to grassing and planting if trees
- Long traffic diversion roads shall be avoided so as to minimize the effect of dust on the surrounding environment. In any case all diversions shall be kept damp and dust free
- Spillage of oils, fuels and lubricants shall be avoided and if spilt, shall be collected and disposed off in such a way as not to adversely affect the environment
- Rock blasting near settlement areas shall be properly coordinated with the relevant officers of the Government so as to minimize noise pollution and community interference.

**SUBCLAUSE 20.4 - EMPLOYERS RISKS**

Delete Sub-Clause (h) and substitute with;

(h) any operation of the forces of nature (insofar as it occurs on site) which an experienced contractor:

could not have reasonably foreseen, or

could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:

prevent loss or damage to physical property from occurring by taking appropriate measures or insure against such loss or damage

#### SUBCLAUSE 21.1 - INSURANCE OF WORKS AND CONTRACTOR 'S EQUIPMENT

Add the following words at the end of Sub-paragraph (a) and immediately before the last word of Sub-paragraph (b) of Sub-Clause 21.1:

“It being understood that such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred”

Delete the first sentence of this Clause and replace with the following:

“prior to commencement of the Works the Contractor shall, without limiting his or the Employer’s obligations and responsibilities under Clause 20, insure to the satisfaction of the Employer:”

#### SUBCLAUSE 21.2 – SCOPE OF COVER

Amend sub-paragraph (a) of Sub-Clause 21.2 as follows:

Delete words “from the start of work at the site” and substitute the words “from the first working day after the Commencement Date”

Add the following as Sub-Clause (c) under Sub-Clause-Clause 21.2

(c ) It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract.

#### SUBCLAUSE 21.4 - EXCLUSIONS

Amend Sub-Clause 21.4 to read as follows:

“There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 sub-paragraph (a) (i) to(iv) of the Conditions of Particular Application.”

#### SUBCLAUSE 23.2 – MINIMUM AMOUNT OF INSURANCE

Add the following at the end of this Clause:

“... with no limits to the number of occurrences”.

#### SUBCLAUSE 25.1 – EVIDENCE AND TERMS

Amend Sub-Claus OF INSURANCE 25.1 as follows:

Insert the words “as soon as practicable after the respective insurances have been taken out but in any case” before the words “prior to the start of work at the site”

Add the following Sub-Clauses 25.6, 25.7



#### SUBCLAUSE 25.6 – INSURANCE NOTICES

Each policy of insurance effected by the Contractor for purposes of the Contract shall include a provision to the effect that the Insurer shall have a duty to give notice in writing to the Contractor and Employer of the date when a premium becomes payable. This shall not be more than thirty (30) days before that date and the policy shall remain in force until thirty (30) days after the giving of such notice.

#### SUBCLAUSE 25.7 – NOTIFICATION TO INSURERS

It shall be the responsibility of the Contractor to notify insurers under any of the insurance referred to in the preceding clauses 21, 23 and 24 on any matter or event, which by the terms of such insurance are required to be so notified. The Contractor shall indemnify and keep indemnified the Employer against all losses, claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in consequence of any default by the Contractor in complying with the requirements of this Sub-Clause whether as a result of avoidance of such insurance or otherwise.

#### SUBCLAUSE 28.2 – ROYALTIES

Add at the end of this Sub-Clause the following sentence:

“The Contractor shall also be liable for all payments or compensation if any that are levied in connection with the dumping of part or all of any such material.”

#### SUBCLAUSE 29.1 – INTERFERENCE WITH TRAFFIC

Supplement Sub-Clause 29.1 by adding the following sentence at the end:

“The Contractor will be permitted to use existing public roads for access to the site. The Contractor shall pay vehicle license tax and road maintenance duty in accordance with relevant regulations and shall obtain any necessary permits or licenses from relevant authorities for transporting his equipment.”

Add the following subclause 29.2:

#### SUBCLAUSE 29.2 – REINSTATEMENT AND COMPENSATION FOR DAMAGES TO PERSONS AND PROPERTY

The Contractor shall reinstate all properties whether public or private which are damaged in consequence of the construction and, maintenance of the works to a condition as specified and at least equal to that prevailing before his first entry on them.

If in the opinion of the Engineer the Contractor shall have failed to take reasonable and prompt action to discharge his obligations in the matter of reinstatement, the Engineer will inform the Contractor in writing of his opinion, in which circumstances the Employer reserves the right to employ others to do the necessary work of reinstatement and to deduct the cost thereof from any money due or which shall become due to the Contractor.

The Contractor shall refer to the Employer without delay all claims which may be considered to fall within the provisions of Clause 22.1.

Add the following Sub-Clause 34.2 to 34.8

#### SUBCLAUSE 34.2 – CONDITIONS OF EMPLOYMENT OF LABOUR

The Contractor shall be responsible for making all arrangements for and shall bear all costs relating to recruitment, obtaining of all necessary visas, permits or other official permission for movements of staff and labour.

#### SUBCLAUSE 34.3 – FAIR WAGES

The Contractor shall, in respect of all persons employed anywhere by him in the execution of the Contract, and further in respect of all persons employed by him otherwise than in the execution of the Contract in every factory, Workshop or place occupied or used by him for the execution of the Contract, observe and fulfil the following conditions:

(a) The Contractor shall pay rates of wages, observe hours of labour and provide conditions of labour, housing, amenities and facilities not less favourable than those required by the latest Regulation of Wages (Building and Construction Industry) Order as of the time of bid submission, and subsequent amendments thereto, or in any wage scales, hours of work or conditions agreed by the Ministry of Labour or other Government Department in consultation with the appropriate wage fixing authority and generally recognized by other employees in the district whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

(b) In the absence of any rates of wages, hours or conditions of labour so established the Contractor shall pay rates of wages and observe hours and conditions of labour which are not less favourable than the general level of wages, hours and conditions observed by other Employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

(c) Where the absence of established rates of wages, hours and conditions of labour or the dissimilarity of the general circumstances in the trade of industry in which the Contractor is engaged prevent the Contractor from observing rates of wages, hours and conditions of labour ascertained under sub-paragraph (a) and (b) above the Contractor in fixing the rates of wages, hours and conditions of labour of his employees shall be guided by the advice of the Labour Department.

(d) The Contractor shall recognize the freedom of his employees to be members of trade unions.

(e) The Contractor shall maintain records in English of the time worked by, and the wages paid to, his employees. The Contractor shall furnish to the Engineer or Employer, if called upon to do so, such particulars of the rates, wages and conditions of labour as the Employer or Engineer may direct.

(f) The Contractor shall at all times during the continuance of the contract display, for the information of his employees in every factory, workshop or place occupied or used by him for the execution of the Contract, a copy of this clause together with a notice setting out the general rates of wages, hours and conditions of labour of his employees.

(g) The Contractor shall be responsible for the observance of this clause by sub-Contractors employed in the execution of the works.

#### SUBCLAUSE 34.4 – BREACH OF FAIR WAGES CLAUSE

Any Contractor or Sub-Contractor who is found to be in breach of Fair Wages Clause shall cease to be approved as a Contractor or Sub-Contractor for such period as the Permanent Secretary for the Ministry of Roads may determine.

Should a claim be made to the Employer alleging the Contractor's default in payment of Fair Wages of any workman employed on the Contract and if proof thereof satisfactory to the Employer is furnished by the Labour Authority, the Employer may, failing payment by the Contractor, pay the claims out of any monies due or which may become due to the Contractor under the Contract.

#### SUBCLAUSE 34.5 – RECRUITMENT OF UNSKILLED LABOUR

Any additional unskilled labour which is required by the Contractor for the works and which is not in his employment at the time of the acceptance of the BID shall be recruited by the Contractor from the Labour Exchange or Exchange or Exchanges nearest to the site or sites of the work.

#### SUBCLAUSE 34.6 – COMPENSATION FOR INJURY

The Contractor shall in accordance with the Workmen’s Compensation Act of the Laws of Kenya and any other regulations in force from time to time pay compensation for loss or damage suffered in consequence of any accident or injury or disease resulting from his work to any workman or other person in the employment of the Contractor or any Subcontractor.

#### SUBCLAUSE 34.7 – LABOUR STANDARDS

(a) the Contractor shall comply with the existing local labour laws, regulations and labour standards

(b) the Contractor shall formulate and enforce an adequate safety program with respect to all work under his contract, whether performed by the Contractor or subcontractor. The Contractor has assurance from the Employer of cooperation where the implementation of these safety measures requires joint cooperation.

(c) Upon written request of the Employer the Contractor shall remove or replace any of his employees employed under this Contract.

Add the following Sub-Clause 35.2 and 35.3.

#### SUBCLAUSE 35.2 – RECORDS OF SAFETY AND HEALTH

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

#### SUBCLAUSE 35.3 – REPORTING OF ACCIDENTS

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means. The Contractor shall also notify the relevant authority whenever the Laws of Kenya require such a report.

#### SUBCLAUSE 39.2 – DEFAULT OF CONTRACTOR IN COMPLIANCE

Add at the end of Sub-Clause 39.2 the following: “Where the contractor has no pending payments with the employer and the retention funds are less than the value of works to be carried out by the employer, the employer shall apply funds as per clause 10.3”. The contract shall then stand determined clause 63 notwithstanding.

#### SUBCLAUSE 41.1 – COMMENCEMENT OF WORKS

Amend Sub-Clause 41.1 as follows:

Delete the words “as soon as is reasonably possible” in the first sentence and replace with “within the period stated in the Appendix to Bid”.

For the purposes of this clause the quantified site instructions shall be treated as the works and delay in commencement in the instructed works shall constitute breach of contract that will lead to institution of remedies under clause 63 of these conditions.

#### SUBCLAUSE 43.1 – TIME FOR COMPLETION

Amend Sub-Clause 43.1 as follows:

Delete the words “within the time” to “such extended time” and substitute “by the date or dates stated or implied in Clause 14 of these Conditions of Particular Application.

#### SUBCLAUSE 44.1 – EXTENSION OF TIME FOR COMPLETION

Add at the end of Sub-Clause 44.1 the following:

“Neither rains falling within the rainy seasons as occurs in Kenya nor floods caused by such rains shall be deemed exceptional weather conditions such as may fairly entitle the Contractor to an extension of time for the completion of the work.”

#### SUBCLAUSE 45.1 – RESTRICTION ON WORKING HOURS

Add at the end of Sub-Clause 45.1 the following:

“If the Contractor requests permission to work by night as well as by day, then if the Engineer shall grant such permission the Contractor shall not be entitled to any additional payments for so doing. All such work at night shall be carried out without unreasonable noise or other disturbance and the Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out night work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.

“In addition the Contractor will be required to provide, for any work carried out at night or recognized days of rest, adequate lighting and other facilities so that the work is carried out safely and properly.

“In the event of the Engineer granting permission to the Contractor to work double or rotary shifts or on Sundays, the Contractor shall be required to meet any additional costs to the Employer in the administration and supervision of the Contract arising from the granting of this permission.”

#### SUBCLAUSE 47.2 – REDUCTION OF LIQUIDATED DAMAGES

Add the following paragraphs at the end of this Sub-Clause:

“There shall be no reduction in the amount of liquidated damages in the event that a part or a section of the Works within the Contract is certified as completed before the whole of the Works comprising that Contract.

The Employer shall pay no bonus for early completion of the Works to the Contractor.

#### SUBCLAUSE 52.1 – VALUATION AND VARIATIONS

Add new Clause 52.2(c )

No change in the unit rates or prices quoted shall be considered for items included in the schedule of Dayworks rates, or Provisional Sums and items, or for any item in the BOQ.

#### SUBCLAUSE 52.4 – DAYWORKS

Add the following at the end of Sub-Clause 52.4:

The work so ordered shall immediately become part of the works under the contract. The Contractor shall, as soon as practicable after receiving the Dayworks order from the Engineer undertake the necessary steps for due execution such work. Prior to commencement of any work to be done on a Dayworks basis, the Contractor shall give an advance notice to the Engineer stating the exact time of such commencement.

#### SUBCLAUSE 54.1 – CONTRACTOR’S EQUIPMENT, TEMPORARY WORKS AND MATERIALS

: Exclusive use for the works

Amend Sub-Clause 54.1 as follows:

Line 5: add “written” between “the” and “consent”.

Delete Sub-Clauses 54.2 and 54.5.

#### SUBCLAUSE 55.2 – OMMISIONS OF QUANTITIES

Items of Works described in the Bills of Quantities for which no rate or price has been entered in the Contract shall be considered as included in other rates and prices in the Contract and will not be paid for separately by the Employer.

Add the following Sub-Clause 58:

Add the words “or Engineer’s representative” where the word “Engineer” appears in clause 58.

#### SUBCLAUSE 58.4 – PROVISIONAL ITEMS

Provisional items shall be read as Provisional Sums and shall be operated as such in accordance with Sub-Clauses 58.1 to 58.3.

Clause 60 of the General Conditions is deleted and substituted with the following:-

#### SUBCLAUSE 60.1 – MONTHLY STATEMENT

The Contractor shall submit a statement to the Engineer at the end of each month, in a tabulated form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled. The statement shall include the following items, as applicable;

- the value of the Permanent Work executed up to the end of previous month
- such amount as the Engineer may consider fair and reasonable for any Temporary Works for which separate amounts are provided in the Bill of Quantities
- any amount to be withheld under retention provisions of Sub-clause 60.3
- any other sum to which the Contractor may be entitled under the Contract

If the Engineer disagrees with or cannot verify any part of the statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes and corrections in the statement as may be directed by the Engineer. In cases where there is difference in opinion as to the value of any item, the Engineer’s view shall prevail.

#### SUBCLAUSE 60.2 INTERIM PAYMENT CERTIFICATE

The Contractor shall forward to the Engineer an Interim Payment Certificate based on the statement as corrected above and, should it be necessary in the Engineer's opinion, shall promptly make any further amendments and corrections to the Interim Payment Certificate.

The Engineer shall not unreasonably withhold certifying an Interim Payment Certificate and in case of likely delay in establishing the value of an item, such item may be set aside and the remainder certified for payment.

Within 14 days after receipt of the Interim Payment Certificate and subject to the Contractor having made such further amendments and corrections as the Engineer may require, the Engineer will forward to the Employer the certified Interim Payment Certificate.

Provided that the Engineer shall not be bound to certify any payment under this Clause if the net amount thereof, after all retentions and deductions, would be less than the minimum amount of Interim Payment Certificate's stated in the Appendix to Form of Bid. However in such a case, the uncertified amount will be added to the next interim payment, and the cumulative unpaid certified amount will be compared to the minimum amount of interim payment.

#### SUBCLAUSE 60.3 – RETENTION MONEY AND PAYMENT OF RETENTION MONEY

A retention amounting to the percentage stipulated in the Appendix to Bid shall be made by the Engineer in the first and following Interim Payment Certificates until the amount retained shall reach the "Limit of Retention Money" named in the Appendix to Form of BID.

Upon the issue of the Taking-Over Certificate, with respect to the whole of the works one half of the retention money shall become due and shall be paid to the Contractor when the Engineer shall certify in writing that the last section of the whole works has been substantially completed.

Upon expiration of the Defects Liability Period for the works, the other half of the Retention Money shall be certified by the Engineer for payment to the Contractor.

Provided that in the event of different Defects Liability Periods being applicable to different Sections of the Permanent Works pursuant to Clause 48, the expression "expiration of the Defects Liability Period" shall, for the purpose of this sub-clause, be deemed to mean the expiration of the latest of such periods.

Provided also that if at such time, there remain to be executed by the Contractor any work instructed, pursuant to Clause 49 and 50, in respect of the works, the Engineer shall be entitled to withhold certification until completion of any such work or so much of the balance of the Retention money as shall in the opinion of the Engineer, represents the cost of the remaining work to be executed.

#### SUBCLAUSE 60.4– CORRECTION OF CERTIFICATES

The Engineer may in any Interim Payment Certificate make any correction or modification to any previous Interim Payment Certificate signed by him and shall have authority, if any work is not being carried out to his satisfaction to omit or reduce the value of such work in any Interim Payment Certificate.

#### SUBCLAUSE 60.5– STATEMENT AT COMPLETION

Not later than 84 days after the issue of the Taking-Over Certificate in respect of the whole of the works, the Contractor shall submit to the Engineer a statement at completion showing in detail, in a form approved by the Engineer;

The final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate.

Any further sums which the Contractor considers to be due; and

An estimate of amounts that the Contractor considers will become due to him under the Contract.

Estimate amounts shall be shown separately in the Statement at Completion. The Contractor shall amend and correct the Statement as directed by the Engineer and submit a Certificate at Completion to be processed as in Sub-Clause 60.2.

#### SUBCLAUSE 60.6 – FINAL STATEMENT

Not later than 56 days after the issue of the Defects Liability Certificate pursuant to Sub-Clause 62.1, the Contractor shall submit to the Engineer for consideration a draft final statement with supporting documents showing in detail, in the form approved by the Engineer;

The final value of all work done in accordance with the Contract;

Any further sums which the Contractor considers to be due to him.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonable require and shall make such changes in the draft as may be required.

#### SUBCLAUSE 60.7– DISCHARGE

Upon submission of the Final Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge confirming that the total of the Final statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment under the Final Payment Certificate issued pursuant to Sub-Clause 60.8 has been made and the Performance Security referred to in Sub-Clause 10.1 has been returned to the Contractor.

#### SUBCLAUSE 60.8 – FINAL PAYMENT CERTIFICATE

Upon acceptance of the Final Statement as given in Sub-Clause 60.6, the Engineer shall prepare a Final Payment Certificate which shall be delivered to the Contractor's authorized agent or representative for his signature. The Final Payment Certificate shall state:

The final value of all work done in accordance with the Contract;

After giving credit to the Employer for all amounts previously paid by the Employer, the balance, if any, due from the Employer to the Contractor or the Contractor to the Employer.

Final Certificate shall be issued for any sum due to the Contractor even if such is less than the sum named in the Appendix to the Form of BID.

#### SUBCLAUSE 60.9– CESSATION OF EMPLOYERS LIABILITY

unless the Contractor notifies the Engineer of his objection to the Final Certificate within fourteen days of delivery thereof he shall be deemed to have agreed that he accepts the total

Contract Price as set out in the Final Certificate as full settlement for all Work Done under the Contract including any variations and omissions thereof but excluding any variations and claims previously made in writing.

#### SUBCLAUSE 60.10 – TIME FOR PAYMENT

The amount due to the Contractor under any Interim Payment Certificate or Final Payment Certificate issued pursuant to this Clause or to any other term of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor as follows:

In the case of Interim Payment Certificate, within the time stated in the Appendix to Form of Bid, after the Engineer has signed the Interim Payment Certificate.

(i) In the case of the Final Payment Certificate pursuant to Sub clause 60.8, within the time stated in the Appendix to Form Of Bid, after the Engineer has signed the Final Payment Certificate.

In the event of the failure of the Employer to make payment within the times stated, the Employer shall make payment to the Contractor of simple interest at a rate equal to two percentage points above the averaged Base Lending Rate of three leading banks namely Kenya Commercial Bank, Standard Chartered Bank and Barclays Bank for the time being or as shall be the case from the time to time obtained from the Central Bank of Kenya. The provisions of this Sub clause are without prejudice to the Contractor's entitlements under Clause 69 or otherwise.

#### SUBCLAUSE 60.11 – CURRENCY OF PAYMENT

The Contract Price shall be designated in Kenyan Currency.

All work performed by the Contractor under the Contract shall be valued in Kenya Shillings using the rates and prices entered in the Bills of Quantities together with such other increases to the Contract Price, except for variation of price payments in accordance with Clause 70.1.

#### SUBCLAUSE 60.12 – ADVANCE PAYMENT

Advance payment shall not be offered in this Contract.

#### SUBCLAUSE 60.13 MATERIALS FOR PERMANENT WORKS

With respect to materials brought by the Contractor to the site for incorporation into the permanent works, the Contractor shall,

- Receive a credit in the month in which these materials are brought to site,
- Be charged a debit in the month in which these materials are incorporated in the permanent works.

Both such credit and debit to be determined by the Engineer in accordance with the following provisions.

No credit shall be given unless the following conditions shall have been met to the Engineers satisfaction

The materials are in accordance with the specifications for the works;

The materials have been delivered to site and are properly stored and protected against loss, damage or deterioration;



The Contractors record of the requirements, orders receipts and use of materials are kept in a form approved by the Engineer, and such records are available for inspection by the Engineer;

The Contractor has submitted a statement of his cost of acquiring and delivering the materials and plant to the Site, together with such documents as may be required for the purpose of evidencing such cost;

The materials are to be used within a reasonable time.

The amount to be credited to the Contractor shall not be more than 75% of the Contractor's reasonable cost of the materials delivered to site, as determined by the Engineer after review of the documents listed in subparagraphs (a) (iv) above;

The amount to be debited to the Contractor for any materials incorporated into the works shall be equivalent to the credit previously granted to the Contractor for such materials pursuant to Clause (b) above as determined by the Engineer.

#### **SUBCLAUSE 63.1 – DEFAULT OF THE CONTRACTOR**

#### **SUBCLAUSE 67.1 – ENGINEER'S DECISION**

Delete the entire Sub clause 67.1 and add the following;

“If a dispute of any kind whatsoever arises between the Employer and the Contractor in any connection with, or arising out of, the Contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the Contract including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state it is made pursuant to this clause. No later than 28 (twenty eight) day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state it is made pursuant to this clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an Amicable Settlement, Adjudicator's or Arbitrator's award.

If either the Employer or the Contractor be dissatisfied with the any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the 28th (twenty eighth) after the day on which he received the reference, then either the Employer or the Contractor may, on or before the 28th (twenty eighth) day after the day the day on which he received notice of such decision, or on or before the 28th (twenty eighth) day after the day the day on which the said period of 28 days expired, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence Adjudication, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence Adjudication, as hereinafter provided, as to such dispute; no adjudication in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence adjudication as to such dispute has been given by either the Employer or the Contractor on or before the twenty eighth day after

the day on which the parties received notice as to such decision from the Engineer, the said decision shall become final and binding upon the Employer and the Contractor. “

#### SUBCLAUSE 67.2 – AMICABLE SETTLEMENT

Delete the entire subclause 67.2 and add the following;

“Where notice to of intention to commence adjudication as to a dispute has been in accordance with subclause 67.1, the parties shall attempt to settle such dispute in amicably before the commencement of Adjudication; provided that, unless the parties otherwise agree, Adjudication may be commenced on or after the 14th (fourteenth) day after the day on which notice of intention to commence adjudication of such dispute was given, even if an attempt at amicable settlement thereto has been made.”

#### SUBCLAUSE 67.3 – ADJUDICATION

Delete the entire subclause 67.3 and add the following;

“The Adjudicator shall be appointed by the Chartered Institute of Arbitrators (Kenya) unless the appointment is agreed by the parties within 7 (seven) days of the notice to adjudication.

The adjudication process shall be conducted according to the Laws of Kenya and the Rules of the Chartered Institute of Arbitrators (Kenya).”

#### SUBCLAUSE 67.3 – ARBITRATION

Delete the entire subclause 67.3 and add the following;

“Any dispute in respect of which:

The decision, if any, of the Adjudicator has not become final and binding pursuant to subclause 67.1, and Amicable settlement has not been reached within the period stated in subclause 67.2,

shall be finally settled, under the Laws of Kenya and the Arbitration Rules of the Chartered Institute of Arbitrators (Kenya Branch) by one or more arbitrators appointed by the Chartered Institute of Arbitrators (Kenya Branch).

Neither party shall be limited in the in the proceedings before such arbitrator/s to the evidence or arguments put before the Adjudicator for the purpose of obtaining his said decision pursuant to subclause 67.1.

Arbitration may be commenced prior to or after completion of the works, provided that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works.

#### SUBCLAUSE 68.2 – NOTICES TO EMPLOYER AND ENGINEER

Delete in Sub-Clause 68.2 the words "nominated for that purpose in Part II of these conditions".

The Employer's address is:  
The Director General,  
Kenya Urban Roads Authority (KURA),  
P.O. Box 41727 - 00100  
**NAIROBI**

The Engineer's address is:  
Director (Road Asset and Corridor Management),  
Kenya Urban Roads Authority (KURA),  
P.O. Box 41727 - 00100  
**NAIROBI**

SUBCLAUSE 68.4 – All letters and notices from the Contractor to the Employer and/Engineer must be signed by the Managing Director or the person given written power of Attorney.

#### CLAUSE 69 – DEFAULT OF EMPLOYER

Delete Sub-Clause 69.1 (c)

In Sub-Clause 69.4 add at the end of first paragraph the following “the period of such suspension shall be as agreed upon by both parties and in any case not more than six (6) months”.

In Subclause 69.4 of General Conditions of Contract Part I, insert at the end -----“The amounts of such costs which shall be added to the Contract Price shall exclude any cost due to idle time for equipment, plant and labour.”

#### CLAUSE 70 – CHANGES IN COST AND LEGISLATION

There shall be no claims of payments for Variation of Prices (VOP) or changes in cost for legislation.

#### SUBCLAUSE 70.2 – SUB-CONTRACT

(a) If the Contractor shall decide subject to Clause 4 thereof to sub-let any portion of the work he shall incorporate in the sub-contract provisions to the like effect as those contained in sub-clause (1) of this Clause;

(b) If the price payable under a sub-contract as aforesaid is increased above or decreased below the price in such sub-contract by reason of the operation of the incorporated provisions of sub-clause (1) of this clause then the net amount of such increase or decrease shall as the case may be, be paid to or allowed by the Contractor under this contract.

#### SUBCLAUSE 70.3 – NOMINATED SUB-CONTRACTORS

This clause shall not apply in respect of work executed by any nominated sub-Contractor (fluctuation in relation to nominated sub-Contractors shall be dealt with under provisions in relation thereto which may be included in the appropriate sub-contract or contract of sale).

#### SUBCLAUSE 70.4 – DATE OF BID PRICING

The expression "the date of BID pricing" as used in this Clause means the date 30 days prior to the final date for submission of BIDs as determined by the Employer in the BID documents

**SUBCLAUSE 70.5 – PRIME COST**

For imported materials, the supplier's/ manufacturer's Prime costs shall be C.I.F. cost at point of entry by the same means of transport as determined by the Contractor's Basic Rate.

For locally produced materials, the supplier's or manufacturer's prime costs shall be at their nearest depot or the nearest railway station relevant to the works.

For materials that are subject to Government Price Control, payments for price variations will be determined from the difference between the control price in force at a date 30 days prior to the final date for submission of BIDs and the price in force on the date of purchase.

**SUBCLAUSE 70.11 – SUBSEQUENT LEGISLATION**

No payment shall be paid for changes in the prices of the materials and labour.

**SUBCLAUSE 70.8 – CONTRACTORS HEAD OFFICE EXPENSES**

No payments will be made for price variation related to expenses incurred by the Contractor in his Head Office in Kenya, or overseas.

**SUBCLAUSE 70.9 – CURRENCY OF PAYMENTS UNDER CLAUSE 70**

All payments made pursuant to Clause 70 shall be in Kenya Shillings.

**SUBCLAUSE 70.11 – SUBSEQUENT LEGISLATION**

Renumber sub-clause 70(2) of part I as sub-clause 70.11 and add the following:

“Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited as aforesaid if the same shall already have been taken into account in accordance with the provisions of sub-clause 70.1 through 70.10 of this clause.

**CLAUSE 72 – RATES OF EXCHANGE COST**

Delete clause 72 in its entirety and substitute the following:

The currency of BID and payment is Kenya Shillings and rates of exchange requirements are not applicable.

**CLAUSE 73 – BRIBERY AND COLLUSION**

Add new Clause 73.1:

“The Contractor shall not:

(a) Offer or give or agree to give to any person in the service of the Government of Kenya any gift or consideration or 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 to which the Government of Kenya is a party or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Government of Kenya.

(b) Enter into this or any other contract with the Government of Kenya in connection with which commission has been paid or agreed to be paid by or on his behalf or to his knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

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) or the commission of any offence by the Contractor or by anyone employed by him or acting on his behalf in relation to this or any other contract to which the Government of Kenya is a party shall entitle the Employer to determine the Contract (See Condition 63 hereof) and/ or to recover from the Contractor the amount or value of any such gift, consideration or commission.

Any dispute or difference of opinion arising in respect of either the interpretation, effect or application of this condition or of the amount recoverable hereunder by the Employer from the Contractor shall be decided by the Employer, whose decision shall be final and conclusive.

CLAUSE 74 – CONTRACT CONFIDENTIAL

Add new Clause 74.1:

The Contractor shall treat the details of this Contract as Private and Confidential and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere (save in so far as may be necessary for the purpose thereof) without the previous consent in writing of the Government. If any dispute arises as to the necessity of any publication or disclosures for the purposes of this Contract the same shall be referred to the decision of the Engineer mentioned in the said Conditions of Contract whose award shall be final.

## SECTION V: SPECIFICATIONS

**PART I: STANDARD SPECIFICATIONS**

Standard Specifications refers to the Standard Specifications for Road and Bridge Construction, 1986 Edition.

**PART II: SPECIAL SPECIFICATIONS**

**SECTION 1 – GENERAL**

**SECTION 1 – GENERAL**

**101 SPECIAL SPECIFICATIONS**

Special specification is supplementary to the Standard Specifications and the two must be read in conjunction. In any case where there appears to be conflict between the two then the Special Specifications will take precedence.

**102 LOCATION OF CONTRACT**

The project roads are located in Nairobi Region of Nairobi County. The lengths are as shown below.

S/NO	Road Name	Road Length(km)	Approximate no. Pieces required
1.	Lusaka Road-Ladhies Road-Jogoo Road	8.7	175
2.	General Waruinge Road-1 <sup>st</sup> Avenue Eastleigh-Likoni Road	10.7	215
3.	Gitanga Road, Naivasha Road	11.2	226
4.	Langata road (Part)-Kungu Karumba Road (Part)	10.2	206
5.	Hospital Road-Bunyala Road –Commercial Street – Enterprise Road	11.3	227
6.	Kingara Road-James Gichuru Road	5.2	105
	<b>Total</b>	<b>55.7</b>	<b>1154</b>

**103 EXTENT OF CONTRACT**

The works to be executed under the Contract comprise mainly of but not limited to the following:-

- (i) Site Clearance
- (ii) Supply and Installation of Road Boundary Marker Posts



Any other activity not listed above in either category but deemed to be necessary by the Engineer, shall be subject to the Engineer's formal instructions within the mode of payment stipulated either by day works or on a measured basis.

#### **105 ORDER OF EXECUTION OF WORKS**

In addition to Clause 105 of the Standard Specification the Contractor shall carry out the Works such that a continuous and consecutive output of fully completed work is achieved.

#### **107 TAKING OVER CERTIFICATE**

The minimum length of the road for which a certificate will be issued under clause 48 of the conditions of Contract shall be the whole length of each section of the road substantially completed.

#### **109 NOTICE OF OPERATIONS**

Add the following sub- Clause.

##### **Notification Terms**

It shall be the Contractor's responsibility to notify the Engineer when any item of works scheduled are completed and ready for approval, and the contractor shall give sufficient notice to allow control tests to be performed.

##### **Explosive and Blasting**

The requirements of the Laws of Kenya governing explosives and other requirements and regulations of Government of Kenya and other authorities shall be complied with.

No explosives of any kind shall be used without prior written consent of the Engineer.

The Contractor shall be solely responsible for the provision, handling, storage and transporting of all explosives, ancillary materials and all other items of related kind whatsoever required for blasting.

#### **120 PROTECTION OF EXISTING WORKS AND SERVICES**

The Contractor shall acquaint himself with the position of all existing services such as sewers, water drains, cables for electricity and telephone, lighting and telephone poles, water mains, etc., before commencing any excavation or other work likely to affect the existing services.

The cost of all plant, equipment and materials, labour, technical and professional staff, transport and the like necessary for determining the locations of existing services, including the making good of any damage caused to such services all to the satisfaction of the Engineer, shall be deemed to be included in the tender rates. No other payment shall be made for the costs of such operations, nor for the making good of damage caused thereby to the existing services.

The Contractor shall be held responsible for injury to existing structures, works or services and shall indemnify and keep indemnified the Employer against any claims in this respect (including consequential damages).

## **121 DIVERSION OF SERVICES**

The Contractor shall acquaint himself with the location of all existing services such as telephone lines, electricity cables, water pipes, sewers etc., before execution of any works that may affect the services. The cost of determining the location of the existing services together with making good or repairing of any damage caused all to the satisfaction of the Engineer shall be included in the BID rates.

Subject to the agreement with the Engineer, the Contractor shall be responsible for removal of alteration and relocation of existing services.

The Contractor shall indemnify the Employer against claims originating from damage to existing services or works.

## **123 LIAISON WITH GOVERNMENT AND POLICE OFFICIALS**

The Contractor shall keep in close touch with the Police and the other Government officials of the area regarding their requirements in the control of traffic or other matters, and shall provide all assistance or facilities, which may be required by such officials in the execution of their duties.

## **124 LAND FOR ALL CAMPS SITES AND FOR THE CONTRACTOR'S OWN PURPOSES, INCLUDING TEMPORARY WORKS.**

Notwithstanding Clause 124 of the Standard Specification all requirements of land for temporary works and construction purposes shall be to the approval of the Engineer but the Contractor will make all necessary arrangements with the property owners concerned and pay all charges arising therefrom. On or before completion of the Contract, the Contractor shall remove all temporary works and shall restore all such land to the condition in which it was immediately prior to the occupation thereof as far as is reasonable and practicable. No separate payment will be made to the Contractor on account of these items and the Contractor must make due allowance for them in his rates.

Notwithstanding Clause 120 of the Standard Specifications, the Contractor shall be required to appoint competent surveyors who will liaise with the Engineer on matters related to the demarcation of the existing road reserve, site measurements, removal and reinstatement of existing services.

## **128 STORAGE OF MATERIALS**

All materials shall be stored on Site in a manner approved by the Engineer and the Contractor shall carefully protect from the weather all work and materials which may be affected thereby.

## **129 TEST CERTIFICATES**

When instructed by the Engineer the Contractor shall submit certificates of test from the suppliers of materials and goods required in connection with the works as the Engineer may require.

Such certificates shall certify that the materials or goods concerned have been tested in accordance with the requirements of the specifications and shall give the results of all the tests carried out. The Contractor shall provide adequate means of identifying the materials and goods delivered to the site with the corresponding certificates.

## 131 SIGNBOARDS

The Contractor shall provide and erect two (2) publicity signs on the site as directed. The Engineer shall, as shown in the Drawings, direct the minimum dimensions and thickness of the steel framework and sheet. The framework and sheet shall be prepared and painted black, while the ring at the top of the supporting frames shall be painted white. The wordings and KURA's logo shall be printed on backlit sticker paper resistant to the effects of weather using reflectorised paint or material approved by the Engineer. The sticker shall be placed on both sides of the board. The colours, fonts and heights of the letters shall be as indicated on the typical drawings and as directed by the Engineer.

## 132 OFFICE FOR THE RESIDENT ENGINEER, SURVEY EQUIPMENT AND FURNITURE

### 132.1 ENGINEER'S REPRESENTATIVE OFFICE

The contractor, when instructed, shall for the duration of the Contract, furnish and equip Resident engineer's office located at the KURA's Regional offices. The room to be occupied by the Engineer's Representative and its front office shall be provided with a floor carpet to be approved by the Engineer. The windows shall be fitted with curtains and blinders.

A telephone shall also be provided for the Resident Engineer's office for his exclusive use. All the charges and fees related to the installation and maintenance of the telephone shall be deemed to have been included in the rates for providing and maintaining the Office. The Contractor will be reimbursed, separately, the cost of operating the telephone under appropriate bill item in the BoQ.

The offices shall be provided with day and night watchmen and security lights, the cost of which shall be deemed to have been included in the rates for the offices.

The Contractor may be instructed by the Engineer under clause 58 of the General Conditions of Contract to make payments of general receipted accounts for such items as stationery, stores, furniture and equipment, claims and allowances for supervision personnel and any miscellaneous claims or the Engineer may direct the Contractor to purchase or pay for the above. The Contractor will, on provision of receipts, be paid under appropriate bill items in the BoQ.

#### **The survey equipment to be provided would include:**

- |   |     |      |
|---|-----|------|
| 1. Engineer's automatic level Wild NAK 2 or similar   | 2No |      |
| 2.Total station reading 1" with tripod and setting on pole with datalogger and survey software to match Total Station Datalogger. Include data transfer program, and plotting modes, setting out calculations and Cogo facilities | 1No |      |
| 3. Levelling staff 5m. with levelling bubble Wild GNLE or similar   | 4No |      |
| 4. 50m. steel band measuring tape   |     | 2No  |
| 5. 30m. linen measuring tape  |     | 2No. |
| 6. 3m. aluminium straight edge  |     | 2No  |
| 7. 1m. stainless steel straight edge  |     | 1No  |

8. 100m. steel band tape	2No.
9. Draughtsman's stool	3No.
10. Complete set of highway curves	1No
11. Programmable scientific calculators FX 880P or equivalent	4No
12. Survey umbrella	2No.
13. Roll of tracing paper	10No
14. Protractor 360	2No
15. Graph paper A3 size	100No
16. Drawing table	2No.
17. Erasing shield	4No.
18. 3m. ranging rods	9No
19. Marker pens	30No.

The contractor may be directed to pay for stationery, equipment or reagents that are foresaid and also pay for servicing and repair of the laboratory equipment being used on the project.

The Contractor shall provide, install and maintain in a good state of repair, such survey and other equipment as listed for the duration of the contract.

Such equipment shall be of approved manufacture and shall be made available to the Engineer for the Engineer's exclusive use throughout the Contract, not later than three (3) weeks after the Engineer's order to supply. All equipment shall be ready to use and complete to perform the tests. The equipment shall revert to the Employer on completion of the Contract.

Any delays to the Contractor or the Contractor's activities caused by the Engineer being unable to perform survey work, field or laboratory tests due to the contractor's failure to supply and/or maintain the said equipment shall be deemed to have been caused entirely by the Contractors own actions, and any consequences of such delays shall be interpreted as such.

The payment to comply with this requirement is provided in the Bill of Quantities and ownership of all equipment paid for as instructed above shall revert to the Employer after the completion of the Works.

Failure by the Contractor to provide or maintain the equipment shall make him responsible to bear all costs that may be incurred as a result of the Engineer's staff using alternative means of communication, including delays in supervision and approval of Works by the Engineer.

#### **(a) Mobile phones**

#### **132.3 COMMUNICATION FOR THE ENGINEER**

The Contractor shall provide, connect and maintain mobile phones for the exclusive use by the Engineer for the duration of the contract. The Contractor shall include for the cost of providing the mobile units complete with charger unit, "hands free" headset for each unit, connection to the network and all service charges applicable all as directed by the Engineer. The Contractor shall provide air-time with each mobile phone which shall be paid for under prime cost sum allowed for in the bills of quantities. The mobile telephones shall be WAP enabled with e-mail capabilities and integrated camera of a minimum of 3.0 mega pixels. Payment for these mobiles and associated costs is included in the Bill of Quantities, and ownership of mobile phones will revert to the Employer after completion of the Works.

#### **(b) Internet and e-mail services**

Where directed, the contractor shall provide 24 hours terrestrial or wireless internet connectivity with minimum throughput speed of 128kilobytes per second for the exclusive use by the Engineer, including all accessories and Terminal Equipment and pay for all associated installation, maintenance and usage charges throughout the duration of the contract.

The contractor shall allow for the provision and maintenance of internet connectivity and associated costs as per Appendix to item 1.17 of the Bills of Quantities.

### **137 ATTENDANCE UPON THE ENGINEER AND HIS STAFF**

In addition to the staff stated in Clause 135, the following staff will be provided for the supervision of work: 1No. Artisans, 2No. Labourers, 1No. Office assistants, 2No. Lab attendants. Additional attendant staff, as required by the Engineer, shall be paid for under Item 01-80-030 of the Bill of Quantities.

### **139 MISCELLANEOUS ACCOUNTS**

The Contractor maybe instructed by the Engineer to make payments of general miscellaneous accounts for such items as stationary, stores and equipment and miscellaneous supervision personnel and claims or the Engineer may direct the Contractor to purchase or pay for the above. The Contractor will be paid on a prime cost basis plus a percentage for overheads and profits under appropriate items in the Bills of Quantities.

### **142 ENVIRONMENTAL PROTECTION**

The Contractor shall comply with the Statutory Regulations in force in Kenya regarding environmental protection and waste disposal and shall liaise with the National Environmental Management Agency (NEMA).

The Contractor shall ensure so far as is reasonably practicable and to the satisfaction of the Engineer; that the impact of the construction on the environment shall be kept to a minimum and that appropriate measures are taken to mitigate any adverse effects during the construction.

The Contractor shall exercise care to preserve the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage by the Contractor's construction operations and equipment. All unnecessary destruction, scarring, damage or defacing resulting from the Contractor's operations shall be repaired, replanted, reseeded or otherwise corrected as directed by the Engineer, and at the Contractor's expense.

The Contractor shall ensure that measures are in place to control soil erosion and water pollution, by use of berms, dykes, silt fences, brush barriers, dams, sediment basins, filter mats, netting, gravel, mulches, grasses, slope drains, contour banks, and other erosion control devices and methods. Temporary erosion control provisions shall be coordinated with permanent erosion control features to assure economical, effective and continuous measures throughout the period of the works. The Contractor's attention is drawn to the requirements of Clause 502, in that works need to be progressively finished so that permanent vegetation can establish quickly to mitigate soil erosion and erosion of drains.

The Contractor shall provide all the labour, equipment, materials, and means required and shall carry out proper and efficient measures wherever and as often as necessary to minimise the dust nuisance.

The Contractor shall comply with all applicable Kenyan laws, orders and regulations concerning the prevention, control and abatement of excessive noise. Blasting, use of jackhammers, pile driving, rock crushing, or any other activities producing high-intensity impact noise may be performed at night only upon approval of the Engineer.

Immediately after extraction of materials, all borrows pits shall be backfilled to the satisfaction of the Engineer. In particular borrow pits near the project road shall be backfilled in such a way that no water collects in them.

Spilling of bitumen fuels Oils and other pollutants shall be cleared up.

(g) The Contractor's attention is drawn to the requirements of the Standard Specification in regard to the environment and in particular to the following clauses:

Clause 115: Construction Generally

Clause 116: Protection from Water

Clause 136: Removal of Camps

Clause 605: Safety and Public Health Requirements Clause

Clause 607: Site Clearance and Removal of Topsoil and Overburden

(h) No additional payment will be made to the Contractor to cover costs arising from the requirements for this Clause and the Contractor must include these costs in the rates inserted into the Bills of Quantities.

### **143 STAFF TRAINING**

The Contractor shall allow for training of engineers, technicians and other support staff as may be instructed by the Engineer.

The payment of the allowances of such staff shall be made as instructed by the Engineer under the relevant provisions in the Bills of Quantities.

## **SECTION 2 - MATERIALS AND TESTING OF MATERIALS**

All materials testing shall be in accordance with Section 2 of the Standard Specifications.

## **SECTION 3 - SETTING OUT & TOLERANCES**

### **301 SETTING OUT**

a) In addition to the provisions of clause 3.01 (a) if the traverse points to be used for the setting out are close to the existing carriageway and interfere with construction works then the Contractor will have to relocate them to a location where they will not be disturbed. The co-ordinates and heights of all traverse points so located shall be listed and provided to the Engineer for checking and/or approval. Contractor shall also monument the new centreline every 200m along straight and all salient points along curves by a pin in the concrete beacon before commencement of any works.

The road reserve boundary posts shall have 12mm diameter steel pins embedded in concrete, 200mm long with 25mm exposed to the air, sticking out from its top surface. This pin shall be co-ordinated and heighted and result of the same shall be provided to the Engineer for approval. Cost of these works shall be included in the rates as no separate item has been provided.

Commencement of the works shall not be permitted until this basic survey data has been provided and approved by the Engineer for at least 2 Kms of the road.

### b) Detailed Setting Out

Reference pegs shall be 50mm by 50mm in section 600mm long driven 400mm firmly into ground and painted white above the ground. The offset from centre line shall be indicated by small nail 20mm to 25mm long with its head driven flush with the top of the peg.

Chainages, offset and reference elevation shall be clearly indicated to the sides of the peg to the satisfaction of the Engineer.

After cutting of benches and prior to commencement of earthworks or subgrade works, Contractor shall take cross-sections again and submit the copy of the same to Engineer for agreement. These cross-sections shall then be used as basis of measurement for all subsequent layers, unless otherwise stated.

#### **SECTION 4- SITE CLEARANCE AND TOP SOIL STRIPPING**

##### **401 SITE CLEARANCE**

Site Clearance shall be carried out as directed by the Engineer.

##### **402 REMOVAL OF TOPSOIL**

Topsoil shall include up to 200mm depth of any unsuitable material encountered in existing or newly constructed drains, drainage channels, and accesses.

##### **403 REMOVAL OF STRUCTURES, FENCES AND OBSTRUCTIONS**

When instructed by the Engineer, the Contractor shall demolish or remove any structure and payment for this shall be made on day works basis.



## **SECTION 5 - EARTHWORKS**

### **504 PREPARATION PRIOR TO FORMING EMBANKMENT**

Where benching is required for existing pavement to accommodate earthworks subgrade or subbase for widening the road, the rate for compaction of existing ground shall be deemed to cover this activity.

Excavation in the pavement of the existing road shall be kept dry. In the event of water penetrating the underlying layer, construction of the subsequent layers shall be postponed until the underlying layers are dry enough to accommodate the construction plant without deforming or otherwise showing distress.

Step construction shall be carried out per layer at the joint where excavating both vertically and perpendicular to the direction of the travel. The step shall be 500mm perpendicular to the direction of the travel and 150mm vertical unless otherwise instructed by the Engineer.

Special care shall be taken when compacting the new material at the joint ensuring that specified density is achieved.

### **505 CONSTRUCTION OF EMBANKMENTS**

Only material approved by the Engineer shall be used for fill in embankments. Material with high swelling characteristics or high organic matter content and any other undesirable material shall not be used, unless specifically directed by the Engineer. Unsuitable material shall include:

- (i) All material containing more than 5% by weight or organic matter (such as topsoil, material from swamps, mud, logs, stumps and other perishable material)
- (ii) All material with a swell of more than 3% (such as black cotton soil)
- (iii) All clay of plasticity index exceeding 50.
- (iv) All material having moisture content greater than 105% of optimum moisture content (Standard Compaction)

Subgrade: Shall mean upper 300mm of earthworks either insitu or in fill and subgrade shall be provided for as part of earthworks operation and payment shall be made as "fill". The material for subgrade shall have a CBR of not less than 8% measured after a 4 day soak in a laboratory mix compacted to a dry density of 100% MDD (AASHTO T99) and a swell of less than 1%.

Subgrade repair: Where directed by the Engineer, any localized failure in the subgrade shall be repaired by filling in selected soft, hard or natural of minimum CBR 30% and compacted in accordance with clauses in the specifications applying to normal subgrade.

Embankment repair: Where directed by the Engineer, any localized filling in soft, hard or natural; selected material requirements shall be executed in accordance with Clause 505.

## **508 COMPACTION OF EARTHWORKS**

At pipe culverts, all fill above ground level around the culverts shall be compacted to density of 100% MDD (AASHTO T.99) up to the level of the top of the pipes or top of the surround(s), if any and for a width equal to the internal diameter of the pipe on either side of the pipe(s) or surround(s) as applicable.

At locations adjacent to structures, all fill above ground level upto the underside of the subgrade shall be compacted to density of 105% MDD (AASHTO T.99). In case of fill around box culverts this should be carried out for the full width of the fill and for a length bounded by the vertical plane passing through the ends of the wingwalls.

Notwithstanding the provision of clause 503 of the standard Specification, Compaction of subgrade material (i.e. material immediately below formation) in cut areas shall not be carried out by the contractor in areas where the formation is formed in hard material, unless specific instructions to the contrary are issued by the Engineer.

Where improved sub-grade material shall be required, this shall be compacted and finished to the same standards and tolerances as those required for normal subgrade and clauses in the specifications applying to normal subgrade shall also apply.

## **511 BORROW PITS**

The first part of the Standard Specification is amended as follows:-

Fill material which is required in addition to that provided by excavation shall be obtained from borrow pits to be located and provided by the Contractor but to the approval of the Engineer contrary to what has been stated.

## **517 MEASUREMENT AND PAYMENT**

Notwithstanding the provisions of clause 517 of the standard specifications, the rate for compaction of fill in soft material shall allow for the requirements of clause 508 of the special specification and no extra payment shall be made for compaction around pipe culverts (100% MDD AASHTO T.99).

## **SECTION 6 - QUARRIES, BORROW PITS, STOCKPILES AND SPOIL AREAS**

### **601 GENERAL**

Notwithstanding any indications to the contrary in the Standard specification the Engineer will not make available to the Contractor any land for quarries, borrow pits, stockpiles and spoil areas, except for those areas in road reserves specifically approved by him.

The contractor will be entirely responsible for locating suitable sources of materials complying with the Standard and Special Specifications, and for the procurement, Wining, haulage to site of these materials and all costs involved therein. Similarly the contractor will be responsible for the provision and costs involved in providing suitable areas for stockpiling materials and spoil dumps. Should there be suitable sites for spoil dumps or stockpiles within the road reserve forming the site of the works the Contractor may utilise these subject to the approval of the Engineer.

No additional payment will be made to the Contractor to cover costs arising from the requirements for this Clause and the Contractor must include these costs in the rates inserted into the Bills of Quantities.

### **602 MATERIAL SITES**

The information on possible material sites is given for the general guidance of bidders. Bidders are however advised to conduct their own investigation as the information contained therein is neither guaranteed nor warranted

### **603 PROVISION OF LAND**

Notwithstanding any indications to the contrary in the Standard specification the Engineer will not make available to the Contractor any land for quarries, borrow pits, stockpiles and spoil areas, except for those areas in road reserves specifically approved by him.

The contractor will be entirely responsible for locating suitable sources of materials complying with the Standard and Special Specifications, and for the procurement, Wining, haulage to site of these materials and all costs involved therein. Similarly the contractor will be responsible for the provision and costs involved in providing suitable areas for stockpiling materials and spoil dumps. Should there be suitable sites for spoil dumps or stockpiles within the road reserve forming the site of the works the Contractor may utilise these subject to the approval of the Engineer.

No additional payment will be made to the Contractor to cover costs arising from the requirements for this Clause and the Contractor must include these costs in the rates inserted into the Bills of Quantities.

## **SECTION 9 - PASSAGE OF TRAFFIC**

### **901 SCOPE OF THE SECTION**

The Contractor shall so arrange his work to ensure the safe passage of the Traffic at all times and if necessary construct and maintain an adequate diversion for traffic complete with all the necessary road traffic signs.

The contractor shall provide to the satisfaction of the Engineer adequate warning signs, temporary restriction signs, advance warning signs, barriers, temporary bumps and any other device and personnel equipped with two way radios to ensure the safe passage of traffic through the works.

When carrying out the Works the Contractor shall have full regard for the safety of all road users.

The Contractor shall also provide sign posts and maintain to the satisfaction of the Engineer all deviations necessary to complete the works. The contractor should allow for the costs of complying with the requirements of this clause in his rates.

The contractor will be deemed to have inspected the site and satisfied himself as to the adequacy of his bid for these works and no additional payments will be made to the contractor for any expenditure on traffic control or the provision of deviations. The employer shall not be liable for inadequate prior investigations of this nature by the contractor.

### **912 MEASUREMENT AND PAYMENT**

#### **Construct Deviation**

##### **Road Deviation**

The Contractor shall be paid only 50% of the rate for this when he completes deviation road to the satisfaction of the Engineer. The balance shall be paid in equal monthly instalments over the contract period, as he satisfactorily maintains the deviation (as per clause 904 and 905 above) when it is in operation.

Where existing neighbouring road has been used as deviation, payment shall be by the kilometre rate and shall include the cost of repairs and maintenance of the road carried out in parent base and subbase materials.

##### **Deviation using Pipe Culverts**

The Contractor shall be paid only 50% of the rate for this when he completes deviation to the satisfaction of the Engineer. The balance shall be paid in equal monthly instalments over the contract period, as he satisfactorily maintains the deviation when it is in operation. The Contractor shall be paid full amount when the bridge under construction will be in use.

#### **Maintain existing road**

Asphalt Concrete or gravel for maintaining the existing road shall be measured by the cubic metre placed and compacted upon the road

**Passage of traffic through the works**

Payment shall be made on Lump Sum basis.

**Assistance to Public**

The Contractor will be deemed to have included cost of this item in other items and no separate payment shall be made.

**SECTION 17 - CONCRETE WORKS**

**1703 MATERIALS FOR CONCRETE**

This work shall consist of placing selected approved material of 250mm minimum diameter on the foundation put after excavation to receive levelling concrete in accordance with these specifications and in conformity with the lines, grades and cross sections shown on the Drawings as directed by the Engineer.

**(a) Materials**

Selected rock: The selected rock builders to be placed for this work shall be hard, sound, durable quarry stones as approved by the Engineer. Samples of the stone to be used shall be submitted to and approved by the Engineer before any stone is placed. The maximum size of the stone boulders shall be 300mm.

**(b) Construction Method**

After completion of the structural excavation the surface of the loose soil shall be levelled and compacted. Then the stone of the above sizes shall be placed in one layer of 250mm over the compacted bed where the bottom slab will rest. Coarse sand shall be spread to fill up the voids in the stone boulders, and compaction with vibratory compactors should be performed to make this layer dense whereon a concrete of levelling course shall be placed.

**(c) Measurement and payment**

Measurement for the bedding materials shall be made in cubic metres for the completed and accepted work, measured from the dimension shown on the Drawings, unless otherwise directed by the Engineer.

Payment for the bedding Materials for Levelling Concrete Works shall be full compensation for furnishing and placing all materials, all labour equipment, tools and all other items necessary for proper completion of the work in accordance with the Drawings and specifications and as directed by the Engineer.

**1703(A) LEVELLING CONCRETE (CLASS 15/20) FOR BOTTOM SLAB INCLUSIVE OF COST OF FORM WORKS**

This work shall consist of placing and levelling lean concrete class 15/20 over the prepared bed of stone boulders in the foundation for bottom slab and wingwalls in accordance with these specifications and which conformity with the lines, grades, thickness and typical cross-sections shown on the drawings unless otherwise directed by the Engineer.

(a) **Materials for Levelling Concrete**

Requirement for the concrete class 15/20 is specified as follows:-

Design compressive strength (28) days : 15N/mm<sup>2</sup>

Maximum size of coarse aggregate : 20mm

Maximum cement content : 300 kg/m<sup>3</sup>.

Maximum water/cement ration of 50% with slump of 80mm.

(b) **Construction Method**

The bed of stone boulders upon which the levelling concrete will be placed shall be smooth, compacted and true to the grades and cross-section shall be set to the required lines and grades.

(c) **Measurement and payment**

Measurement for levelling concrete (class 15/20) shall be made in cubic metres completed and accepted levelling concrete work measured in place which is done in accordance with the Drawings and the Specifications.

Payment for this work shall be the full compensation for furnishing and placing all materials, labour, equipment and tools, and other incidentals to Specifications and as directed by the Engineer.

Pay item No. 17/02 Levelling Concrete Works (Class 15/20) for Box Culvert and wingwalls inclusive of Cost of Form works.

**1703 (C) FORMWORK FOR CULVERT WALLS**

This work shall consist of all temporary moulds for forming the concrete for culvert walls and slabs together with all temporary construction required for their support. Unless otherwise directed by the Engineer all formworks shall be removed on completion of the walls and slabs.

(a) **Materials**

Forms shall be made of wood or metal and shall conform to the shape, lines and dimensions shown on the Drawings.

All timber shall be free from holes, loose material, knots, cracks, splits and warps or other defects affecting the strength or appearance of the finished structure.

Release Agents – Release agents shall be either neat oils containing a surface activating agent, cream emulsions, or chemical agents to be approved by the Engineer.

(b) **Construction Method**

(i) **Formworks**

Formworks shall be designed to carry the maximum loads that may be imposed, and so be rigidly constructed as to prevent deformation due to load, drying and wetting, vibration and other causes. After forms have been set in correct location, they shall be inspected and approved by the Engineer before the concrete is placed.

If requested, the contractor shall submit to the Engineer working drawings of the forms and also, if requested, calculations to certify the rigidity of the forms.

#### **1703(D) CONCRETE WORKS (CLASS 20/20) OF CULVERT WALLS AND SLABS**

This work shall consist of furnishing, mixing, delivering and placing of the concrete for the construction of culvert walls and slabs, in accordance with these Specifications and in conformity with the requirements shown on the Drawings.

Concrete class 20/20 shall be used for Culvert walls and slabs.

##### **(a) Concrete Materials**

(i) Cement: Cement shall be of Portland type and shall conform to the requirements of BS 12 or equivalent.

The contractor shall select only one type or brand of cement or others. Changing of type or brand of cement will not be permitted without a new mix design approved by the Engineer. All cement is subject to the Engineer's approval; however, approval of cement by the Engineer shall not relieve the Contractor of the responsibility to furnish concrete of the specified compressive strength.

Conveyance of cement by jute bags shall not be permitted. Storage in the Contractor's silo or storehouse shall not exceed more than two (2) months, and age of cement after manufacture at mill shall not exceed more than four (4) months. The Contractor shall submit to the Engineer for his approval the result of quality certificate prepared by the manufacturer.

Whenever it is found out that cement have been stored too long, moist, or caked, the cement shall be rejected and removed from the project.

##### **(b) Aggregates**

Fine and coarse aggregates must be clean, hard, strong and durable, and free from absorbed chemicals, clay coating, or materials in amounts that could affect hydration, bonding, strength and durability of concrete.

Grading of aggregates shall conform to the following requirements:

**Grading of Fine Aggregates**

Sieve Size	Percentage by Weight Passing
10 mm	100
7.5 mm	89-100
4.75 mm	60-100
2.5 mm	30-100
1.2 mm	15- 54
0.6 mm	5- 40
0.3 mm	0 – 15
0.15 mm	

**Grading of Coarse Aggregates**

Size of Coarse Aggregate	Amounts finer than each standard sieve percentage by weight						
40	30	25	20	15	10	5	
2.5							
	100	~	~	90-100	~	30-69	0-10
	~						

Other requirements for aggregates are as follows:

**(iii) Fine Aggregates**

- Fitness Modulus, AASHTO M-6 : 2.3 – 3.1
- Sodium Sulphate Soundness, AASHTO T104: Max. 10% loss
- Content of Friable Particles AASHTO 112 : Max 1% by weight
- Sand Equivalent, AASHTO T176 : Min. 75

**(iv) Coarse Aggregate**

- Abrasion, AASHTO T96 : Max. 405 loss
- Soft Fragment and shale, AASHTO M80 : Max. 5% by weight
- Thin and elongated Pieces, AASHTO M80 : Max. 15%

**(v) Water**

All sources of water to be used with cement shall be approved by the Engineer. Water shall be free from injurious quantities of oil, alkali, vegetable matter and salt as determined by the Engineer.

**(vi) Admixture**

Only admixture, which have been tested and approved in the site laboratory through trial mixing for design proportion shall be used. Before selection of admixture, the Contractor shall submit to the Engineer the specific information or guarantees prepared by the admixture supplier.

The contractor shall not exclude the admixture from concrete proportions.

**Concrete class 20/20**



Concrete class 20/20 shall be used for culvert walls and slabs. The requirements of Concrete class 20/20 are provided as follows unless otherwise the Engineer will designate any alteration.

Design compressive strength (28 days) : 20N/mm<sup>2</sup>  
Maximum size of coarse aggregates : 20mm  
Maximum water/cement ratio of 45% with slump of 80mm

**(d) Proportioning Concrete**

The Contractor shall consult with the Engineer as to mix proportions at least thirty (30) days prior to beginning the concrete work. The actual mix proportions of cement, aggregates, water and admixture shall be determined by the Contractor under supervision of the Engineer in the site laboratory.

The Contractor shall prepare the design proportions which has 120% of the strength requirement specified for the designated class of concrete.

No class of concrete shall be prepared or placed until its job-mix proportions have been approved by the Engineer.

**(e) Concrete Work**

**Batching**

Batching shall be done by weight with accuracy of:

Cement : ½ percent  
Aggregate : ½ percent  
Water and Admixture : 1 percent.

Equipment should be capable of measuring quantities within these tolerances for the smartest batch regularly used, as well as for larger batches.

The accuracy of batching equipment should be checked every month in the presence of the Engineer and adjusted when necessary.

**Mixing and delivery**

Slump of mixed concrete shall be checked and approved at an accuracy of +25mm against designated slump in these specifications.

**Concrete in hot weather**

No concrete shall be placed when the ambient air temperature is expected to exceed thirty three degrees celsius (33°C) during placement operations).

**Concreting at night**

No concrete shall be mixed, placed or finished when natural light is insufficient, unless an adequate approved artificial lighting system is operated; such night work is subject to approval by the engineer.

## **Placing**

In preparation of the placing of concrete, the interior space of forms shall be cleaned and approved by the engineer prior to placing concrete. All temporary members except tie bars to support forms shall be removed entirely from the forms and not buried in the concrete. The use of open and vertical chute shall not be permitted unless otherwise directed by the engineer.

The Contractor shall provide a sufficient number of vibrators to properly compact each batch immediately after it is placed in the forms.

### **(f) Measurement and Payment**

Measurements for the Concrete Works Class 20/20 of culvert walls and slabs shall be made in cubic metres for the walls and slabs actually constructed, measured from their dimensions shown on the Drawings. Payment for the Concrete Works (Class 20/20) of culvert walls and slabs shall be the full compensation for furnishing all materials of the concrete mixing, delivering, placing and curing the concrete, equipment and tools, labour and other incidental necessary for the completion of the work in accordance with the Drawings and these Specifications and as directed by the Engineer.

## **SECTION 20 - ROAD FURNITURE**

### **2001 ROAD RESERVE BOUNDARY POSTS**

Road reserve boundary posts shall be provided as directed by the Engineer and in compliance with Standard Specification clause 2001. They shall be placed at 50m intervals along the boundary of the road reserve.

### **2003 EDGE MARKER POST**

Edge marker post shall be provided as directed by the Engineer and in compliance with Standard Specification clause clause 2003

### **2004 PERMANENT ROAD SIGNS**

Permanent Road Signs shall be provided as directed by the Engineer and in compliance with the requirements of the "Manual for Traffic Signs in Kenya" Part II and standard Specification clause 2004.

### **2004B EXISTING ROAD SIGNS**

Where directed by the Engineer, the Contractor shall take down road signs including all posts, nuts, bolts and fittings, and remove and dispose of the concrete foundation and backfill the post holes. The signs shall be stored as directed by the Engineer.

Measurement and payment for taking down road signs shall be made by the number of signs of any type and size taken down, cleaned and stored as directed.

## **2005 ROAD MARKING**

Paint for road marking shall be internally reflectorised hot applied thermoplastic material in accordance with Clause 219 of the Standard Specification.

The rates inserted in the Bills of Quantities for road marking shall include for prior application of approved tack coat.

### **2005A RAISED PAVEMENT MARKERS – ROAD STUDS**

#### **MATERIAL**

Road studs are moulded of acrylonitrile butadiene styrene (ABS) conforming to ASTM Specification D1788 – 68, class 5-2-2 shell filled with inert, thermosetting compound and filler. The lens portion of the marker of the marker is of optical menthly methacrylic.

#### **CONSTRUCTION**

The road studs shall be constructed of high impact ABS containing a multi-biconvex glass lens reflector system. It shall be of monolithic construction, and not less than 98.5. m<sup>2</sup>. The height of the marker shall not exceed 17mm and the underside shall contain a non-honeycomb base (flat).

#### **REQUIREMENTS**

The markers shall conform to the following requirements

##### **Colour**

Shall be white, yellow or red as specified and the Retro – reflectance values should conform to the testing procedures of ASTM E 809.

##### **Impact Resistance**

The market shall not crack or break when tested using a 1000-gram weight from a height of 1 metre. (ASTM D 2444) or BS 3900 Part E3.

### **Resistance to Water Penetration**

Shall not have water penetration behind the lens after submerged in a water bath at + 50 oF for 10 minutes. And it should still meet the reflectance Requirement. BS 998. 70

### **Heat Resistance**

Shall comply with the initial brightness as per BS 873 Part IV of 1978

### **Night Visibility**

The marker shall be bright as per BS 873 Part IV of 1978

### **Compression Resistance**

There shall be no cracking sound at a pressure lower than 25 tones as per BS 873 Part IV of 1978.

### **Corrosion Resistance**

After immersing a sample of Road stud in a solution containing 30g/1 of sodium chloride for 30 days, there shall not be any signs of corrosion -(BS998).

**NOTE:** These markers are intended for application directly to pavement surfaces and are compatible with raised pavement markers. These adhesives should be of high quality and tested for conformance to customer requirements.

### **ADHESIVES**

They shall be of Resin Type–Epoxy of 2 different components part 1 and 2 i.e Adhesive and Reactor without any volatile solvents in both.

Pot life: not less than 20 minutes at 20 °C  
Rotational cure time: between 20 and 30 minutes at 20 °C  
Hard cure: Between 40 and 60 minutes at 20 °C

### **APPLICATION INSTRUCTION**

#### **Preparation of Pavements**

Make sure that the road surface is absolutely dry and free of oil and grease.

#### **Mixing of Adhesive**

Pour component B into the container of component A. Stir mixture by hand with a wooden or metal stick until uniform Grey Tint without a striae is obtained.

#### **Installation**

Pour the mixture on to the underside of the road stud. Then place the road stud firmly on the road surface. Adhesive should stand out for about 5mm to 10 mm over the edges of the stud.

#### **Protection from the Traffic**

Protect studs from traffic for 2 hours until the adhesive has properly hardened. Try by touching the adhesive.

#### **NUMBER OF STUDS NEEDED FOR LABORATORY TESTS.**

In order to approve a particular type of road stud, 4 sample road studs of each colour shall be submitted.

#### **2006 GUARDRAILS**

Contrary to the Standard Specification, guardrail posts shall be concrete 200 mm diameter set vertically at least 1.2m into the shoulder as directed by the Engineer. Spacer blocks shall also be made of concrete.

Beams for guardrails shall be "Armco Flexbeam" or similar obtained from a manufacturer approved by the Engineer.

#### **KERBS**

##### a) Vertical Joints

Vertical joints between adjacent Kerbs shall not be greater than 5 mm in width and shall be filled with a mortar consisting of 1:3 cement: sand by volume.

##### b) Transition between flush and raised kerbs

The transition between flush and raised kerbs (e.g. at bus bays) shall be termed as ramped kerbs. The transition between flush and raised kerbs shall occur within a length of 2.0 m.

#### **2008 KILOMETRE MARKER POSTS**

Kilometre marker posts shall be provided as directed by the Engineer and in compliance with Standard Specification clause 2008.

#### **2009 RUMBLE STRIPS**

Where directed by the Engineer, the Contractor shall provide, place, trim, shape and compact to line and level asphalt concrete rumble strips on the finished shoulders. This shall be done to the satisfaction of the Engineer

#### **2011 MEASUREMENT AND PAYMENT**

##### Road reserve boundary posts

Road reserve boundary posts shall be measured by the number erected

##### Permanent road signs

Permanent road signs shall be measured by the number of each particular size erected.

### **Road marking**

Road markings in yellow or white material shall be measured in square metres calculated as the plan area painted.

### **Road Studs**

Road studs shall be measured by the number of each particular size erected.

### **Guardrail**

Guardrail shall be measured by the metre as the length of the guardrail constructed.

### **Kerbs**

Kerbs shall be measured by the metre as the length of kerb constructed

## **SECTION 22-DAYWORKS**

### **2202 MEASUREMENTS AND PAYMENT**

#### **Plant**

Where items of major plant listed in the schedule of Day works are specified by type (e.g. Concrete mixer etc.) the power rating if such items of plant are provided by the Contractor shall not be lower than the power ratings of such plant manufactured within the last two years prior to the date of BID. Any item of major plant employed upon Dayworks that has a power rating lower than specified above shall be paid for at rates lower than those in the schedule of Dayworks. The reduction in the rate payable shall be in proportion to the reduction in power rating below that specified above.

## **SECTION VII: DRAWINGS**

The bidder shall provide design drawings on A3 sheets including plan and profile, typical cross-sections, layouts and standard drawings, setting out data and design reports which should include design standards used and key project features as described in section 14.

## **SECTION VIII: ROAD MAINTENANCE MANUAL**

The Manual refers to the Ministry of Roads ‘Road Maintenance Manual, May 2010 Edition’.

## SECTION IX: BILLS OF QUANTITIES



## **PREAMBLE TO BILL OF QUANTITIES**

The Bills of Quantities forms part of the Contract Documents and are to be read in conjunction with the Instructions to Bidders, Conditions of Contract Parts I and II, Specifications and Drawings.

The brief description of the items in the Bills of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.

The Quantities set forth in the Bills of Quantities are estimated, representing substantially the work to be carried out, and are given to provide a common basis for bidding and comparing of Bids. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.

The prices and rates inserted in the Bills of Quantities will be used for valuing the work executed, and the Engineer will only measure the whole of the works executed in accordance with this Contract.

The rates inserted in any road in the tender shall apply to other roads within the same lot upon written instructions to be issued by the Engineer or his representative during execution of works and shall be used only to pay for activities of similar description and nature which may not have been included in the Bills of Quantities for that road.

A price or rate shall be entered in ink against every item in the Bills of Quantities with the exception of items that already have Provisional sums affixed thereto. The bidders are reminded that no “nil” or “included” rates or “lump-sum” discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply will be disqualified.

Provisional sums (including Dayworks) in the Bills of Quantities shall be expended in whole or in part at the discretion of the Engineer or his representative.

Where there are no quantities against the line item especially on dayworks, the bidder shall only fill his rates

Quantified instructions shall be extracted from the main BOQ for purposes of part implementation of the works and interim measurements/payments shall be based on the quantified instructions read together with the bills of quantities.

The price and rates entered in the Bills of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance testing, materials, erection, maintenance of works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the contract by the Engineer and his staff.

Errors in the pricing of the Bills of Quantities will be corrected in accordance with Clause (29) of instructions to bidders.

BILL 1: GENERAL						
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					SHS	CT
1.01	Allow a provisional Sum for material testing services and other Laboratory Services.	PC SUM	1		50,000	00
1.02	Include percentage of P.C Sum in item 1.01 for Contractor's overhead and profit	%				
1.03	Allow a provisional sum of Kshs 400,000 for the Engineer's Representative Miscellaneous account to be spent in whole or part as directed by the Engineers Representative against receipts.	PC SUM	1		400,000	00
1.04	Include percentage of P.C Sum in item 1.03 for Contractor's overhead and profit	%				
1.05	Allow Kshs 250,000 for attendance of the Engineer to the staff in accordance with clause 137 of special specifications.	PC SUM	1		250,000	00
1.06	Include percentage of P.C Sum in item 1.05 for Contractor's overhead and profit	%				
1.07	Provide and erect publicity signs as directed by the Engineer	NO.	2			
	<b>Total of Bill Carried Forward to Summary</b>					

<b>BILL 4: SITE CLEARANCE</b>						
ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS	AMOUNT	
					SHS	CT
4.01	Clear site on road reserve including removal of obstructions, encroachment, trees, hedges, bushes and other vegetations or deleterious organic material and grub up roots.	Ha.	170			
<b>Total of Bill Carried Forward to Summary</b>						
<b>BILL 20: ROAD FURNITURE</b>						
ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS	AMOUNT	
					SHS	CT
20.02	Supply to Site, Excavate for, provide and place 150mm x 150 mm x 1.5m C20/20 precast reinforced concrete road boundary marker post haunched in 100 mm thick class 20/20 concrete base bedding and surround as specified by the Engineer	No.	1154			
<b>Total of Bill Carried Forward to Summary</b>						



## SECTION X: STANDARD FORMS

## Form of Bid

(NOTE: The Appendix forms part of the Bid. Bidders are required to fill all the blank spaces in this form of Bid and Appendix)

**NAME OF CONTRACT:**

**SUPPLY AND INSTALLATION OF ROAD BOUNDARY MARKER POSTS ON SELECTED ROADS WITHIN NAIROBI**

TO: Director General,  
Kenya Urban Roads Authority,  
P. O. Box 41727-00100,  
**NAIROBI, KENYA**

Sir,

1. Having examined the Conditions of Contract, Specifications, Bill of Quantities, and Drawings for the execution of the above-named works we, the undersigned, offer to construct and install such works and remedy any defects therein in conformity with the said Bill of Quantities, Conditions of Contract, Specifications and Drawings for the sum of

(Insert amount in words)

.....  
.....

(Insert amount in figures).....

as specified in the Appendix to Bid or such other sums as may be ascertained in accordance with the said Conditions.

2. We undertake, if our bid is accepted, to commence the works within fourteen (14) days of receipt of the Engineer's order to commence, and to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix to Bid.
3. If our bid is accepted we will, when required, obtain the guarantee of a Bank or other sureties (to be approved by you) to be jointly and severally bound with us in a sum not exceeding 1% of the above named sum for the due performance of the contract under the terms of a Bond to be approved by you.
4. We agree to abide by this bid for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be extended at any time before the expiration of that period.
5. We understand that you are not bound to accept the lowest or any bid you may receive.

6. On the basis of our previous experience we are fully experienced and competent in the type of work included in this tender and we have adequate financial resources to carry out the works described within the period for completion. We are in a position to fulfil the contract for which we have tendered.

Dated this ..... Day of ..... 20 .....

Signature..... in the capacity of .....

Duly authorized to sign bids on behalf of (Name of Tenderer) .....

.....

(Address of Tenderer).....

(Name of Witness).....

(Signature of Witness).....

(Address of Witness).....

(Occupation of Witness).....

Appendix to Form of Bid



**Appendix to Form of Bid**  
(This appendix forms part of the bid)

<b>CONDITIONS OF CONTRACT</b>	<b>CLAUSE</b>	<b>AMOUNT</b>
Bid Security	17	The bidder must fill the Bid Securing Declaration Form
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	1% of Tender Sum in the form of Unconditional Bank Guarantee
Program to be submitted	14.1	Not later than 21 (twenty one) days after issuance of Order to Commence
Cash flow estimate to be submitted	14.3	Not later than 21 (twenty one) days after issuance of Order to Commence
Minimum amount of Third Party Insurance	23.2	1% of the Contract Sum
Period for commencement, from Engineer's order to commence	41.1	14 days
Time for completion	43.1	3 months
Amount of liquidated damages	47.1	0.05% of Contract Sum per day
Limit of liquidated damages	47.1	5% of Contract Sum
Defects Liability period	60.3	2 months
Percentage of Retention	60.3	5% of Interim Payment Certificate
Limit of Retention Money	60.3	5% of Contract Sum
Minimum amount of interim certificates	60.2	Kshs 4,000,000.00
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60.10	28 days
Time within which payment to be made after Final Payment Certificate signed by Engineer	60.10	28 days
Appointer of Adjudicator	67.3	The Chartered Institute of Arbitrators (Kenya)
Notice to Employer and Engineer	68.2	The Employers address is: The Director General, Kenya Urban Roads Authority (KURA), P.O. Box 41727 - 00100 <u>NAIROBI</u> The Engineer's address is: Director (Road Asset and Corridor Management), Kenya Urban Roads Authority (KURA), P.O. Box 41727 - 00100 <u>NAIROBI</u>

Signature of Tenderer..... Date .....

## Bid Securing Declaration Form

**BID -SECURING DECLARATION FORM**

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

Date:..... [insert date (as day, month and year) of Bid Submission] Tender No. ....[insert number of bidding process]

To:.....  
insert complete name of Purchaser]

We, the undersigned, declare that:

- 1 We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
- 2 We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **5 years** starting on the date of expiration of tender validity period, 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 Instruction to tenderers.
- 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: .....[insert signature of person whose name and capacity are shown] in the capacity of ..... [insert legal capacity of person signing the Bid Securing Declaration]

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

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

Dated on ..... day of ....., ..... [insert date of signing]

**SECTION XI: SCHEDULES OF SUPPLEMENTARY INFORMATION**

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## SCHEDULE 1: CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

REPUBLIC OF KENYA

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

*Part 1 - General:*

Business name

.....

Location of business premises

.....

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

Postal Address..... Tel No. .... Email address.....

Nature of business.....

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

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

Kshs.....

Name of your bankers .....

Branch.....

Part 2(a) - Sole Proprietor:

Your name in full .....

Age.....

Nationality .....Country of origin .....

\*Citizenship details .....

Part 2(b) - Partnership:

*Tender Document for Supply and Installation of Road Boundary Marker Posts on selected Roads within Nairobi*

Give details of partners as follows:

Name	Nationality	Citizenship Details*	Shares
1. ....			
2. ....			
3. ....			
4. ....			
5. ....			

Part 2(c) - Registered Company:

Private or Public .....

State the nominal and issued capital of the company-

Nominal Kshs. ....

Issued Kshs. ....

Give details of all directors as follows:

Name	Nationality	Citizenship Details*	Shares
1. ....			
2. ....			
3. ....			
4. ....			
5. ....			

*Attach proof of citizenship (Compulsory)*  
*Attach certified copy of Form CR12 (Compulsory)*

I certify that the information given above is correct.

.....  
Date

.....  
Signature of Bidder





**SCHEDULE 2: FORM OF WRITTEN POWER OF ATTORNEY**

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to receive on his behalf correspondence in connection with the Bid.

.....  
(Name of Bidder's Representative in block letters)

.....  
(Address of Bidder's Representative)

.....  
(Signature of Bidder's Representative)

Alternate:

.....  
(Name of Bidder's Representative in block letters)

.....  
(Address of Bidder's Representative)

.....  
(Signature of Bidder's Representative)

\*To be filled by all Bidders.

\*Both representative and alternate must attach copy of National Identification card or Passport.

**SCHEDULE 3: CERTIFICATE OF BIDDER'S VISIT TO SITE**

This is to certify that

[*Name/s*].....  
.....

Being the authorized representative/Agent of [*Name of bidder*]

.....  
.....

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

**SUPPLY AND INSTALLATION OF ROAD BOUNDARY MARKER POSTS ON SELECTED ROADS  
WITHIN NAIROBI**

held on.....day of.....20.....

Signed.....  
(Employer's Representative)

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

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

**SCHEDULE 4: MAJOR ITEMS OF CONSTRUCTION PLANT AND EQUIPMENT**

The Bidder shall enter in this schedule all major items of plant and equipment which he proposes to bring to site. Only reliable plant in good working order and suitable for the work required of it shall be shown on this Schedule. Summary of the same shall be entered in Section

Date of Arrival on Project (Days after commence)	
Power Rating	
Owned/Leased/Imported	
Source	
Estimated CIF Mombasa Value (If to be Imported)	
Capacity t or m <sup>3</sup>	
New or Used	
Year of Manufacture	
No. of each	
Description Type, Model, Make	

5: Qualification Criteria, Part 7.

I certify that the above information is correct.

.....  
(Signature of Bidder)

.....  
(Date)

**SCHEDULE 5: KEY PERSONNEL**

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE		
			Qualifications	General Experience (Yrs)	Specific Experience (Yrs)
<b>Headquarters</b>  Partner/Director or other key staff (give designation)					
<b>Site Office</b>  Site Agent					
Foreman					
Site Surveyor					

**Note:** The Bidder shall list in this schedule the key personnel he will employ from the Contractor’s headquarters and from the Contractor’s site office to direct and execute the work together with documentary evidence of their qualifications, experience, position held and nationality in accordance with Clause 15.2 and 16.3 of the Conditions of Contract Part II (where required, use separate sheets to add extra data for column 4). Bidders shall attach signed and certified CVs of all key staff.

I certify that the above information is correct.

.....  
(Signature of Bidder)

.....  
(Date)

**SCHEDULE 6: SCHEDULE OF ROADWORKS CARRIED OUT BY THE BIDDER IN THE LAST FIVE YEARS:**

**SCHEDULE 6 A): NON-COMPLETED WORKS**

DESCRIPTION OF WORKS	NAME OF CLIENT	VALUE OF WORKS (KSHS) *	YEAR COMPLETED/ REMARKS
<p><u>A) Non-completed Works</u></p>			

I certify that the above works were successfully carried out by this Bidder and hereby attach relevant copies of completion certificates.

.....  
(Signature of Bidder)

.....  
(Date)

**SCHEDULE 6 B): COMPLETED WORKS**

DESCRIPTION OF WORKS	NAME OF CLIENT	VALUE OF WORKS (KSHS) *	YEAR COMPLETED/ REMARKS
<p><u>B) Completed Works</u></p>			

I certify that the above works were successfully carried out by this Bidder and hereby attach relevant copies of completion certificates.

.....  
(Signature of Bidder)

.....  
(Date)

**SCHEDULE 6 C): SPECIFIC CONSTRUCTION EXPERIENCE**

DESCRIPTION OF WORKS	NAME OF CLIENT	VALUE OF WORKS (KSHS) *	YEAR COMPLETED/ REMARKS
C) <u>Specific Construction Experience</u>			

I certify that the above works were successfully carried out by this Bidder and hereby attach relevant copies of completion certificates.

.....  
(Signature of Bidder)

.....  
(Date)



**SCHEDULE 7: SCHEDULE OF ONGOING PROJECTS**

DESCRIPTION OF WORKS	NAME OF CLIENT	DATE OF COMMENCEMENT	DATE OF COMPLETION	VALUE OF WORKS (KSHS)	VALUE COMPLETED UP TO DATE %	PHYSICALLY COMPLETED UP TO DATE %

*(The bidders must indicate all their on-going works as at the time of bidding. Any non-disclosure shall constitute non-responsiveness).*

I certify that the above information is correct.

.....  
(Signature of Bidder)

.....  
(Date)

**SCHEDULE 8: FINANCIAL STANDING**

- 1 Submit copies of audited profit and loss statements and balance sheet for the last five calendar years and estimated projection for the next two years with certified English translation where appropriate.
- 2 Give turnover figures for each of the last two (2) financial years. Quote in millions and decimal thereof.

	Year 1 (.....)	Year 2 (.....)
	Ksh.	Ksh.
Road works		
Other civil Engineering works		
Other (specify)		
Total		

**SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST TWO (2) FINANCIAL YEARS.**

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

(a) Name/Address of Commercial Bank providing credit line

.....  
 .....

(b) Total amount of credit line KShs.....

Attach a certified copy of Undertaking of the Bank to provide the credit.

(c) Attach bank statements for the last six (6) months

**SCHEDULE 9: OTHER SUPPLEMENTARY INFORMATION**

Financial reports for the last three years, balance sheets, profit and loss statements, auditors' reports etc. List them below and attach copies.

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

Evidence of access to financial resources to meet the qualification requirements. Cash in hand, lines of credit etc. List below and attach copies of supporting documents

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

Name, address, telephone, telex, fax numbers and email of the Bidders Bankers who may provide reference if contacted by the Contracting Authority.

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

I certify that the above information is correct.

.....  
Date

.....  
Signature of Bidder

(To be signed by authorized representative and officially stamped)

**SCHEDULE 10: LITIGATION HISTORY**

Information on current litigation in which the Bidder is involved.

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

I certify that the above information is correct.

.....  
Date

.....  
Signature of Bidder

(To be signed by authorized representative and officially stamped)

**SCHEDULE 11: DECLARATION FORM FOR BANKRUPT OR INSOLVENT AND DEBARMENT**

Date

To

The Kenya Urban Roads Authority

P.O Box 41727 – 00100,

IKM Place, 5<sup>th</sup> Ngong Ave, Nairobi,

KENYA.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)

.....

.....

.....declare the following: -

a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.

b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.

c) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

d) That I/We are not under any ongoing investigation by the Ethics and Anti-Corruption Commission (EACC) for any corrupt and/or economic crimes or practices.

e) That I/ We are not associated with any other Tenderer participating in this Tender.

f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

.....

Name of Tenderer

.....

Signature of duly authorised person signing the Tender

.....

Name and Capacity of duly authorised person signing the Tender

.....

Stamp or Seal of Tenderer

**SCHEDULE 12: ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM**

I/We ..... of Post Office Box ..... declare that I/ We recognize that Public Procurement is based on a free, fair and competitive tendering process which should not be open to abuse.

I/We ..... Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with tender No. .... for or in the subsequent performance of the contract if I/We am/are successful.

Signed by ..... C.E.O. or Authorized Representative.

Name .....  
Designation.....  
Signature.....  
Date.....

**In case of sub-contracting**

Signed by ..... CEO of the firm to be subcontracted  
Name.....  
Designation.....  
Signature.....  
Date.....

## SECTION XII: FORM OF AGREEMENT

## FORM OF AGREEMENT

THIS AGREEMENT is made on the ..... day of ..... 20 ..... between the **KENYA URBAN ROADS AUTHORITY** of P. O. BOX 41727-00100, NAIROBI, KENYA hereinafter called "the Employer" of the one part and M/s ..... hereinafter called "the Contractor" of the other part.

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

**SUPPLY AND INSTALLATION OF ROAD BOUNDARY MARKER POSTS ON SELECTED ROADS WITHIN NAIROBI** and has a Contract with the Contractor for the execution completion and maintenance of such works in the region 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 document shall be deemed to form and be read and construed as part of this Agreement, viz.:

- The form of bid dated .....
- The Conditions of Contract (FIDIC IV) Part 2
- The Conditions of Contract (FIDIC IV) Part 1
- The Special Specification
- The Standard Specifications
- The Priced Bill of Quantities
- The Letter of Award and Acceptance
- Schedules of Supplementary Information
- The Drawings
- Other documents as may be agreed and listed

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 hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.

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

IN WITNESS WHEREOF the parties have hereunto set their respective hands on the day and year first above written.



**SIGNED SEALED AND DELIVERED**

By the said Employer: .....Date.....  
(Director General, Kenya Urban Roads Authority)  
For and on behalf of the said Employer

In the presence of: .....  
(Name and Designation of Witness)  
.....Date.....  
(Signature of Witness)  
.....  
(Address Of witness)

By the said Contractor: ..... Date.....  
(Signature)  
.....  
(Name of the Director)

In the presence of: .....  
(Name and Designation of Witness)  
.....  
(Signature of Witness)  
.....  
(Address Of witness)

**SECTION XIII: FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To

The Director General,  
Kenya Urban Roads Authority (KURA),  
P.O. Box 41727 - 00100  
**NAIROBI**

WHEREAS ..... (hereinafter called “the Contractor”)  
has undertaken in pursuance of Contract No. ....Dated  
.....to execute the

**SUPPLY AND INSTALLATION OF ROAD BOUNDARY MARKER POSTS ON SELECTED ROADS WITHIN NAIROBI**

, ( hereinafter called the “Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified in the Appendix to Form of Bid as security for compliance with his obligations in accordance with the Contract;

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

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 in figures)

Kshs. ....

.....(amount in words)

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

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

We further agree that no change or addition to or other modification of the terms of the 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 such change, addition or modification

This Guarantee shall be valid until 28 days after issuing of the Defects Liability Certificate.

AUTHORIZED SIGNATURE OF THE BANK.....

Name of Signatory.....

Name of bank.....

Address.....Date .....