



REQUEST FOR PROPOSAL

FOR

PROVISION OF CONSULTANCY SERVICES FOR ROAD WORKS
MARKET RATES

TENDER NO: KURA/RMLF/HQ/408/2022-2023

JANUARY, 2023

DIRECTORATE OF POLICY STRATEGY AND
COMPLIANCE
KENYA URBAN ROADS AUTHORITY (KURA)
P.O. Box 41727-00100
NAIROBI

DIRECTOR GENERAL
KENYA URBAN ROADS AUTHORITY (KURA)
P.O. Box 41727-00100
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SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP)

PROCURING ENTITY... Kenya Urban Roads Authority

CONTRACT NAME AND DESCRIPTION: . Provision of Consultancy Services for Road Works Market Rates.Tender No. KURA/HQ/408/2022-2023

1. Kenya Urban Roads Authority invites sealed tenders for the Provision of Consultancy Services for Road Works Market Rates, Tender No. KURA/RMLF/HQ/408/2022-2023
2. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *[0800 to 1700 hours]* at the address given below.
4. A complete set of tender documents may be purchased or obtained by interested tenderers upon payment of a non- refundable fees of Kshs. 1,000.00 (*Kenya shillings One Thousand Only*) in form of a Banker's Cheque payable to Kenya Urban Roadss Authority.
5. The Tender documents may also be downloaded for free from the KURA website: www.kura.go.ke or Public Procurement Information Portal: www.tenders.go.ke.
6. All Tenders must be accompanied by a tender security (Value Kshs. 100,000.00) in the form of Unconditional Bank Guarantee from a reputable bank regulated by Central Bank of Kenya and valid for 30 days beyond the tender validity period.
7. The Original Tender document must be duly serialized sequentially from page one up to the last including attachments/appendices.
8. There shall be a mandatory pre-bid conference on 3rd February 2023 at 10.00 a.m. Ground floor, Meeting room 6, Barabara plaza, Block D.
9. Completed tenders must be deposited in the tender box situated at KURA Headquarters, Barabara Plaza, Jomo Kenyatta International Airport JKIA, Block D, Ground Floor or delivered to the address below on or before **8th February, 2023** at 10:00 am. Electronic Tenders *will not be* permitted.
10. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the KURA Meeting Room No. 6, Block D, Ground Floor, Barabara Plaza.
11. Late tenders will be rejected.
12. The address referred to above is:

Deputy Director – Supply Chain Management,
Kenya Urban Roads Authority,
P. O. Box 41727-00100, Nairobi
Barabara Plaza, Jomo Kenyatta International Airport,
Mazao Road, Off Airport North Road, Block D Ground Floor

- All interested bidders are required to continually check the Kenya Urban Roads Authority website: www.kura.go.ke or Public Procurement Information Portal: www.tenders.go.ke for any other tender addenda or clarifications that may arise before the submission date.
- Certificates/licences may be verified from the issuing Authorities or Agencies.

Name: ENG. SILAS M. KINOTI

Designation: DIRECTOR GENERAL

Signature 

DIRECTOR GENERAL
KENYA URBAN ROADS
AUTHORITY (KURA)
P. O. Box 41727 - 00100
NAIROBI

Date: 31st January 2023

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

Section 2(a). Instructions to Consultants (ITC)

A. GENERAL PROVISIONS

1. Meanings/Definitions

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Procuring Entity” means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) “Contract” means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that issued to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) “Day” means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) “Government” means the Government of the Republic of Kenya.
- j) “In writing” means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.

- m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) “Letter of RFP” means the letter of invitation being sent by the Procuring Entity to the Consultants.
- o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- q) “Public Procurement Regulatory Authority (PPRA)” means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- r) “RFP” means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants.
- s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.
- u) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring Entity named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Consultant are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below:

i) *Conflicting Activities*

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) *Conflicting Assignments*

Conflict among consulting assignments: A Consultant (including its Experts and Sub consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.

(iii) *Conflicting Relationships*

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*

Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

5.2 Collusive practices

5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the “Certificate of Independent Proposal Determination” annexed to the Proposal Form.

5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6. Eligibility

6.1 In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.

6.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

6.5 It is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub - consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.

6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:

a) Sanctions-

A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:

- i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
- ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.

c) Restrictions for Government-owned Enterprises-Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they

- i) Are legally and financially autonomous,
- ii) Operate under commercial law, and
- iii) That they are not dependent agencies of the Procuring Entity.

d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B. Preparation of Proposals

7. General Considerations

- 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the Consultant.

9. Language

- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

- 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.
- 10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11. Only One Proposal

- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits s or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and NonKey Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.
- 11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.
- 11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12. Proposal Validity

A. PROPOSAL VALIDITY PERIOD

- 12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

B. EXTENSION OF VALIDITY PERIOD

- 12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

C. SUBSTITUTION OF KEY EXPERTS AT VALIDITY EXTENSION

- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

D. SUB-CONTRACTING

- 12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals. 13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals—Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so as long as only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.
- (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
- (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- e) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal

of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15. Technical Proposal Format and Content

- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business.

This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18. Sealing and Marking of Proposals

18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning “DO NOT OPEN BEFORE..... (The time and date for proposal opening date”. Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:

18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:

- i) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Technical Proposal, as described in ITC11;
- ii) in an envelope or package or container marked “COPIES”, all required copies of the Technical Proposal;
- iii) in an envelope or package or container marked “ORIGINAL”, all required copies of the Financial Proposal; and

18.3 The inner envelopes or packages or containers shall:

- i) Bear the name and address of the Procuring Entity.
- ii) Bear the name and address of the Firm; and
- iii) Bear the name and Reference number of the Assignment.

18.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.

18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality/Canvassing

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.

19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

21.1 Subject to provision of ITC 15.1, the valuers of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.

21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may be included in the Data sheet.

- a) Firm has submitted the required number of copies of the Technical Proposals.
- b) Firm has submitted a sealed financial proposal.
- c) The Proposal is valid for the required number of days.
- d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
- e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
- f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
- g) Key Experts are from eligible countries.
- h) Key Experts do not appear in more than one proposal, if so required.
- i) A short-listed firm has not participated in more than one proposal, if so required.
- j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
- k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
- l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
- m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
- n) The Consultant, its sub-consultants and experts have no conflicts of interest.

22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.

25.2 All local identifiable taxes levied on the contract in voices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Abnormally Low Prices

- 27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.
- 27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk and responsibilities and any other requirements of the RFP document.
- 27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

28. Abnormally High Prices

- 28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.
- 28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason for the high proposal price. The Procuring Entity shall proceed as follows:
- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
 - ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.
- 28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

c. Least Cost Selection (LCS) Method

29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Evaluation Report

29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

30. Notification of Intention to enter into a Contract/Notification of Award

30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:

- i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract; ii) the contract price of the successful Proposal; iii) a statement of the reasons why the recipient's Proposal was unsuccessful iv) the expiry date of the Standstill Period, and
- v) Instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The

procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

32.3 Availability of Key Experts The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32.6 Financial negotiations

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-
Key Experts' remuneration rates

are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.

32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

33. Conclusion of Negotiations

33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

34. Letter of Award

34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

- 35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Publication of Procurement Contract

- 36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.
- 36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:
- 36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

37 SECTION 2 (B). DATA SHEET

A. General Provisions	
Reference to ITC Clause	
1(k)	Electronic procurement system shall be used: (a) Yes (b) No (√) If Yes; Electronic - Procurement System The Procuring Entity shall use the following electronic-procurement system to manage this Request for Proposal process: NA
	The electronic-procurement system shall be used to manage the following part of the RFP process: NA.
2.1	Name of the Procuring Entity: <u>Kenya Urban Roads Authority</u> The consultant selection method is: [Procuring Entity to choose ONE of the selection methods by placing an X] Quality and Cost Based Selection Method (QCBS) (X) Quality Based Selection Method (QBS) () Least Cost Selection Method (LCS) () Consultant Qualification Selection Method (CQS) () Fixed Budget Selection Method (FBS) () Single Source Selection Method (SSS) ()
2.2	Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Yes (√) No The name of the assignment is: KURA/HQ/408/2022-2023 - Provision of Consultancy Services for Road Works Market Rates.
2.3	A pre-proposal conference will be held: Yes (√) or No () [If "Yes", fill in the following.] Date of pre-proposal conference: 3rd February 2023 Time: 10.00AM Address: Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport North Road, Block D Ground Floor, Meeting Room No.6
2.4	The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals (N/A)
3.3 (iv)	[Insert any other conflicting relationships]
4.1	[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants]
6.2	Maximum number of members in the Joint Venture (JV) shall be: [open].
6.6(a)	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke
6.7	The business will be registered with (NA)
B. Preparation of Proposals	

10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: TECH-1 :Technical Proposal Submission Form signed by person with Power of Attorney TECH-2: Consultant 's Organization and Experience TECH-3: Comments and Suggestions on the TOR TECH-4: Description of Approach, Methodology and Work plan TECH-5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Organogram, Assignment, and Key Experts' Input TECH-7: Mandatory Documentary Evidence TECH-8: Knowledge Transfer Plan AND 2nd Inner Envelope with the Financial Proposal: FIN-1: Financial Proposal Submission Form signed by person with Power of Attorney FIN-2: Summary of Costs including all applicable taxes
	FIN-3: Breakdown of Remuneration FIN-4: Breakdown of Reimbursable Expenses FIN-5: Training Costs
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: [select one option] Yes or No (√)
12.1	Proposals must remain valid for [210] days after the proposal submission deadline.
13.1	Clarifications may be requested no later than Seven [7] days prior to the submission deadline. The contact information for requesting clarifications is: Deputy Director – Supply Chain Management, Kenya Urban Roads Authority, P. O. Box 41727-00100, Nairobi Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport North Road, Block D, Ground Floor Email address: supplychain@kura.go.ke
	(c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget. NA (d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

14 (b) (do not use for Fixed Budget method)	[If not used, state "Not applicable". if used, insert the following: Estimated input of Key Experts' time-input: <u>NA</u> , person-months. [OR] Estimated total cost of the assignment: NA _____ [Indicate only either time input (in person-month) or total cost, but not both!]
14 (c) and 26.2 [use for Fixed Budget method]	[If Fixed Budget Selection Method is <u>not</u> used, state "Not applicable". If Fixed Budget Selection method is used, insert the following: The total available budget for this Fixed-Budget assignment is: [insert currency] (choose one: inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected. [If inclusive, indicate tax estimates separately]
14 (d)	Key Experts shall not appear in more than one proposal: YES () / NO (✓)
16.1(b)	[A sample list of reimbursable expenses is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Procuring Entity wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms}. The Financial Proposal will include (but not limited to) the following reimbursable expenses: (1) A per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) back-stop support; and (4) communications costs;
	(5) cost of reports production (including printing) and delivering to the Procuring Entity; (6) Cost of training of client's staff (7) other allowances where applicable and provisional or fixed sums (if any)) [insert relevant type of expenses, if/as applicable]
16.2	A price adjustment provision applies to remuneration rates: Yes or NO (✓) [The price adjustment applies to Time-Based contracts with a duration exceeding 6 months. In exceptional circumstances, price adjustment can also apply to Lump-Sum contracts assignments longer than 6 months in duration with prior agreement with the Procuring Entity] [If "Yes ", specify whether it applies to foreign and/or local inflation]
16.3	[If the Procuring Entity has obtained a tax exemption applicable to the Contract, insert: "The Procuring Entity has obtained an exemption for the Consultant from payment of NA [Insert the tax description such as VAT, withholding tax, duties, etc.] In Kenya as per [insert reference to the applicable official source that issued an exemption}. [If there is no tax exemption in Kenya, insert the following: "Information on the Consultant's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: www.kra.go.ke

16.4	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. The Financial Proposal should state local costs in Kenya Shillings: Yes (✓) No ()
c. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.5	The Consultant must submit: Technical Proposal: one (1) original and one copy Financial Proposal: one (1) original and one copy
18.5	The Proposals must be submitted no later than: Date: 8th February, 2023 at 10.00 am East African Time Deputy Director – Supply Chain Management, Kenya Urban Roads Authority, P. O. Box 41727-00100, Nairobi Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport North Road, Block D Ground Floor
20.1	An online option of the opening of the Technical Proposals is offered: Yes () or No (✓) The opening shall take place on: 8th February, 2023 at 10.00 a.m East African Time Kenya Urban Roads Authority, P. O. Box 41727-00100, Nairobi Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport North Road, Block D Ground Floor
20.2	In addition, the following information will be read aloud at the opening of the Technical Proposals, Name of the bidder Number of documents submitted Number of pages in the document.
22.1	Other eligibility and mandatory criteria shall be: As indicated in the TOR
	The Criteria, sub-criteria , and point system for the evaluation of the Technical Proposals: [Note to Procuring Entity: Allocation of points shall be within the range provided /or each criteria and sub-criteria} <u>Points</u>

22.2

Number of market surveys previously undertaken. List the names of the organizations where the assignment(s) were carried out and provide dates and contact persons.

I. Specific experience of the Consultant, as a firm, relevant to the Assignment:

Experience (Years)	Marks (x/10)
1 project	1
2 projects	3
3 projects	6
4 projects	8
5 projects and above	10

II. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):

- (a) Comments and Suggestions on the TOR (2marks)
- (b) Technical approach and methodology (15marks)
- (c) Work plan (5marks)
- (d) Organization (5marks),
- (e) Organogram (5marks),
- (f) staffing and Assignment of duties (10Marks),
- (g) Knowledge Transfer (8marks)
 - i. Training Programme (3marks)
 - ii. Training approach (3marks)
 - iii. Evaluation of trainees (2marks)

Total points for criterion (50 Marks]

[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced, and has an appropriate skill mix; and the work plan has right input of Experts and reporting structure]

III. Key Experts' qualifications and competence for the assignment:

[Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant]

a) Position K-1: [Economist][15marks] – Team Leader

i. Academic Qualitification

Degree in Economics from a recognized University -5 marks

Masters and above in relevant field – 7marks

ii. Years of experience in similar works:

Experience (Years)	Marks (x/8)
5-8	3
9-12	5
Above 12	8

b) Position K-2: [Civil/roads Engineer][12 Marks]

i. Academic Qualitification

Degree in Civil Engineering from accredited institution -5 marks

Masters and above in relevant field – 7marks

Must be a professional registered Engineer with Engineers Board of Kenya and be a corporate member of Institution of Engineers of Kenya

ii. Post registration experience:

Experience (Years)	Marks (x/5)
5-8	2
9-12	3
Above 12	5

c) Position K-3: [Statistician 8marks }

i. Academic Qualitification

Degree in Statistics from a recognized university-2marks

Masters and above in relevant field – 4marks

ii. Years of experience in similar works:

Experience (Years)	Marks (x/4)
1-3	2
4-6	3
Above 6	4

d) Position K-3: 2No.Field asistants (5marks)

Diploma in Statistics or Economics or Civil Engineering (2marks)

Certificate in Statistics or Economics or Civil Engineering (1mark)

iii. Years of experience in similar works:

Experience (Years)	Marks (x/3)
1-3	1
4-6	2
Above 6	3

Total points for criterion (iii): [40]

The number of points to be assigned to each of the above Key Experts positions shall be determined considering the following three sub-criteria and relevant percentage weights:

(1) General qualifications (general education, training, and experience): insert weight between 10% and 30 %} **NA**

(2) Adequacy for the Assignment (relevant education, training, experience in the sector or similar assignments): [insert weight between 60 and 70%} **NA**

(3) Relevant experience in the Kenya (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): [insert weight between 0 and 10 %} **NA**

Total weight: 100% NA

(4) Transfer of knowledge and training program (relevance of approach and methodology):

(Normally not to exceed 10 points). **NA**

	When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated; the following sub-criteria may be provided} Relevance of training program [Insert points] NA Training approach and methodology [Insert points] NA Qualifications of experts and trainers [Insert points] NA
23.4	An online option of the opening of the Financial Proposals is offered: No
25.2	For the evaluation, the Procuring Entity will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; NA and (b) all additional local indirect tax on the remuneration of services rendered by experts. NA If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Entity on behalf of the Consultant. NA
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: NA The official source of the selling exchange rate is: Central Bank of Kenya The date of the exchange rate is: NA.
29.1	In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in this Data Sheet. The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated shall be as follows: - $Sf = 100 \times FM/F$ where Sf is the financial score; FM is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the weightings below. The combined technical and financial score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations. The minimum technical score required to pass is 80% Weightings: T = 0.8 P = 0.2
31	The Standstill Period shall be: 14 days The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.

D. Negotiations and Award	
32.1	Expected date and address for contract negotiations: TBD Address: Deputy Director – Supply Chain Management, Kenya Urban Roads Authority, P. O. Box 41727-00100, Nairobi Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport North Road, Block D Ground Floor
35.2	Expected date for the commencement of the Services: <i>Fourteen (14) calendar days after order to commence or such other time period as the parties may agree in writing.</i>
36.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: The publication will be done within 14 days after the contract signing.
37.1	The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: <i>Saadia AdanKhalif</i> Title/position: <i>Deputy Director – Supply Chain Management</i> Procuring Entity: <i>Kenya Urban Roads Authority</i> Email address: supplychain@kura.go.ke In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity’s decision to award the contract.

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

{Notes to Consultant shown in brackets {} throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Entity]* Dear

Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your RFP dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

{If the Consultant's Proposal includes Sub-consultants, insert the following :} We are submitting our Proposal with the following firms as Sub-consultants: {insert a list with full name and address of each Sub-consultant.} We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anticompetitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of being wound up.
- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and

corruption including bribery, as well as against anti-competitive practices including bidrigging.

- h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the “Certificate of Independent Proposal Determination” attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from..... (*Specify website*) during the procurement process and the execution of any resulting contract.
- i) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- j) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.
- k) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- l) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet. We remain,

Yours sincerely,

Authorized Signature *{In full and initials}*:

Name and Title of Signatory:

Name of Consultant (*company’s name or JV’s name*):

Contact information (*phone and e-mail*):

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the

_____ *[Name of Procuring Entity]* For:

_____ *[Name and number of tender]* in response to the request for tenders made by: _____ *[Name of Tenderer]* do

hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ *[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - Has been requested to submit a Tender in response to this request for tenders;
 - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience
5. The Tenderer discloses that [check one of the following, as applicable]:
 - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b)above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a proposal; or
 - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b) above.

Name: Title: Date:
[Name, title and signature of authorized agent of Consultant and Date]

APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)

Purpose the government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no.33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- (1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be avoidable;
- (4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- (5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
 - i) Shall not take part in the procurement proceedings;
 - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- (6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

- (7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.
- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or Recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" "is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "obstructive practice" is:
 - i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. Below.
 - b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
 - c) Rejects a proposal or award of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and(ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement. **A -**

Consultant's Organization

Provide here a brief description of the background and organization of your company, and-in case of a joint venture-of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or subconsultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence*.

Assignment Name:	Approx. Value of the Contract (KES,US ETC
Country:	Duration Of Assignment (Months):
Name Of Procuring Entity:	Total No of Staff: -Months of the assignment
Contact Address Email:	Approx. Value of the service provided by your firm under the contract
Start Date (Month /Year): Completion Date (Month /Year):	No of professional Staff: Months provided by associated consultants:
Role on Assignment: (E.g Lead Member in ABC j, or SoleConsultants)	Name of senior professional staff of your firm involved and functions performed:
Narrative Description of assignment:	

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Description of actual services by your staff within the assignment:	
Name of consulting Firm:	Name and title of signatory:

FORM TECH-3: COMMENTS AND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. {The structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing
 - i) Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here.}
 - ii) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
 - iii) Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

No	Deliverables	Months											
		1	2	3	4	5	6	7	8	9	10	n	Total
D-1	{E.g Deliverable #1: Report A												
	1) Existing Data Collection												
	2) Drafting												
	3) Inception Report												
	4) Incorporating Comments												
	5).....												
	5) Delivery of final report to procuring entity (Road works Unit Market Rate Survey Report)												
D-2	{E.g. Deliverable # 2 :.....}												
N													

List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

- 1 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

NO	Name	Expert's Input (in person/month) per each Deliverable (listed in TECH -5)							Total Time-input (in months)		
		Position		D-1	D-2	D-3	D-4	D-5	Home	Field	Total
KEY EXPERTS											
K-1	(E.G Mr Abbbb)	Team Leader	Home	[Home]	[2 month]						
			Field	[field]	[0.5 m]						
K-2											
K-3											
							Subtotal				
NON-KEY EXPERTS											
N-1			Home								
			Field								
N-2											
							Subtotal				
							Total				

1. For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2
2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
3. "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence. Full time input Part time input

FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	(e.g K-1, Team leader)
Name Of Expert	(insert full name)
Date Of Birth	(day/month/year)
Country of Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained- *Attach copies of related academic qualifications*}

Employment record relevant to the assignment:

{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

S. No	Period	Employing Organization and your title/position. Contact inform for reference.	Country	Summary of activities performed relevant to the assignment
1.	(e.g, May.2012-Present)	Organisation: Reference:		
2.	(e.g, June.2016-Present)	Organisation: Reference:		

Membership in Professional Associations and Publications:_____

Language Skills (indicate only languages in which you can work):_____

Adequacy for the Assignment:

Detailed Task Assigned on Consultant's Team Expert	Reference to prior work/assignments that best illustrates capacity to handle the assigned task
<i>[list all deliverables/tasks as in TECH-5 in which the Expert will be involved]</i>	

Expert's contact information

E-mail:
Phone:

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

{Day / month/year}
Name of Expert _____Signature _____Date_____

{Day / month/year}
Name of authorized _____Signature. _____Date_____

Representative of the
Consultant (the same who
signs the Proposal

FORMTECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]

a) Certificate of Incorporation/Certificate of Registration

{Insert here a copy of certificate of incorporation or registration}

b) Tax Compliance Certificate

{Consultant to insert a copy of the valid tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}

c) Similar Consulting Assignments Experience

{Consultant to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm. The assignments shall be the same as those provided under FORM TECH 2B}

d) Academic Certificates

{Consultant to insert copies of the required relevant academic certificates relevant to the assignment for all the key experts}

e) Professional Certificates

{Consultant to insert copies of professional certificates and relevant short-term trainings to demonstrate professional qualifications for all the key experts}

f) Professional Membership of Key Experts

{If applicable, Consultant to insert copies of professional membership certificate for its key experts}

g) Certificate of Independent Proposal Determination

(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).

EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS (MANDATORY)

No.	Documents to be submitted	Yes/No
1.	Copy of Certificate of Incorporation/Registration	
2.	Copy of Valid Tax Compliance Certificate	
3.	Copy of recent CR 12 form (Issued within the last 6 months from the Tender Opening Date)	
4.	Copies of IDs/Passports for all the Directors	
No.	Documents to be submitted	Yes/No
5.	Original copy of Tender Security of Ksh.100,000.00 in the form of Unconditional Bank Guarantee from a reputable bank in Kenya valid up to 30 days beyond the tender validity period	
6.	Duly filled Confidential Business Questionnaire.	
7.	Curriculum Vitae (CV) of the proposed key staff duly signed by the proposed individual	
8.	Copies of certificates & testimonials of the proposed key staff	
9.	Letters of availability for the assignment duly signed by the proposed key staff	
10.	Copies of Letters of client satisfaction on previous and current assignments	
11.	Serialization of the tender documents - All pages of the tender document with entries/content submitted shall be sequentially serialized starting with Numeric 1.	
12.	All provided forms duly filled /signed and any alterations must be countersigned e.g. Form Tech – 1, Form Tech – 2, Form Tech – 3, Form Tech – 4, Form Tech – 5, Form Tech – 6A, Form Tech – 6B, Form Tech – 7, Certificate of Independent Tender Determination, Form Tech – 8, SD1, SD2, declaration and commitment to the code of ethics, Form Tech 9.	
13.	All pages with entries must be initialized	
14.	Under Financial Evaluation – Forms FIN 1, 2, 3A-C & 4 must be dully filled/signed and any alterations countersigned.	

Notes:

- **Certificates/Licenses may be verified for authenticity from or with the Issuing Authorities or Agencies.**
- **Clarity on Serialization of Tender Documents by Prospective Bidders. Please note that all pages of the tender documents submitted by bidders shall be sequentially serialized. That is, serialization shall be undertaken by the bidder, by doing fresh numbering on its documents. The pagination of the tender documents as downloaded from the KURA website should not be used as a means of Serialization. The bidder's serialization should follow the same logical sequence from page one up to the last including attachments/appendices and the document should be bound.**

TECHNICAL EVALUATION

S/No.	Criteria	Max. Score
1.	RELEVANT EXPERIENCE OF THE CONSULTANCY AND TECHNICAL CAPABILITIES TO CARRY OUT THE ASSIGNMENT	
	Number of market surveys previously undertaken. List the names of the organizations where the assignment(s) were carried out and provide dates and contact persons.	
	5 projects and above – 10 points	
	4 projects – 8 marks	
	3 projects – 6marks	10
	2 projects – 3 marks	
	1 project – 1 marks	
	0 projects – 0 marks	
	N.B Attach Certified copies of documentary evidence.	
2.	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs	
	(a) Comments and Suggestions on the TOR (2marks) (b) Technical approach and methodology (15marks) <i>{Also check appropriateness of the methodology and survey schedule, and the completeness of the description of the same in relation to the TORs, particularly with respect to the outlined objectives in the terms of reference}</i> Work plan (5marks) (c) Organization (5marks), (d) Organogram (5marks), (e) staffing and Assignment of duties (10Marks), (f) Knowledge Transfer (8marks) i. Training Programme (3marks) ii. Trainining approach (3marks) iii. Evaluation of trainees (2marks)	50
3.	HUMAN RESOURCE CAPACITY	

Key Experts in Form TECH-6 to be prepared by the Consultant}

a) Position K-1: [Statistician/Economist][15marks}

i. Academic Qualitification

Degree in Economics/statistics -5 marks

Masters and above in relevant field – 7marks

ii. Years of experience in similar works:

Experience (Years)	Marks (x/8)
5-8	3
9-12	5
Above 12	8

b) Position K-2: [Civil/roads Engineer][12 Marks]

iii. Academic Qualitification

Degree in Civil Engineering from accredited institution -5 marks

Masters and above in relevant field – 7marks

Must be a profession registered with EBK and be a corporate member of Institution of Engineers of Kenya

iv. Post registration experience:

Experience (Years)	Marks (x/5)
5-8	2
9-12	3
Above 12	5

c) Position K-3: [Actuarial Scientist/Risk analyst 8marks }

iv. Academic Qualitification

Degree in actuarial science -2marks

Masters and above in relevant field – 4marks

v. Years of experience in similar works:

Experience (Years)	Marks (x/4)
1-3	2
4-6	3
Above 6	4

d) Position K-3: 2No.Field asistants (5marks)

Diploma in Statistics or Economics or Civil Engineering (2marks)

Certificate in Statistics or Economics or Civil Engineering (1mark)

vi. Years of experience in similar works:

Experience (Years)	Marks (x/3)
1-3	1
4-6	2
Above 6	3

40

	GRAND TOTAL		100
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N.B The firm (s)/consultant(s) achieving the minimum pass mark of 80% shall have its financial proposal opened in accordance with the Information to Consultants.

FORM TECH - 8: SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, of Post Office Box being a resident of In the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (Insert name of the Company) who is a Bidder in respect of **Tender No.** for..... (Insert tender title/description) for.....
(Insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....
(Title) (Signature)

(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I..... Of P. O. Box.....being a resident of
..... In the Republic of do hereby make a statement as follows:
-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... (*Insert name of the Company*) who is a Bidder in respect of **Tender No.**
..... For (*Insert tender title/description*) for (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/ or agents of..... (*Insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*Name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....

(Title)

.....

(Signature)

.....

(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (Person) on behalf of (*Name of the Business/ Company/Firm*) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act,2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

Email.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

FORM TECH - 9: FORM OF TENDER SECURITY - DEMAND GUARANTEE

Beneficiary:____

Invitation to Tender No:_____

Date: _____

TENDER GUARANTEE No.:_____

Guarantor:_____

We have been informed that _____(herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of under Invitation to Tender No. _____("the ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_(.) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to be provided by the Applicant; or
- b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to be provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's Tendering document.

This guarantee will expire:

- a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the performance Security and, issued to the Beneficiary in relation to such contract agreement; or
- b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

{Notes to Consultant shown in brackets {...} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission

Form FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4

Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

..... {Location, Date} To:
..... [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [Insert title of assignment] in accordance with your Request for Proposal dated..... [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is..... {Insert currency} {Insert amount in words and figures}.

{Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:
Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Signature..... (Of Consultant's authorized representative) {In full and initials}

Full name: {Insert full name of authorized representative}

Title: {Insert title/position of authorized representative}

Name of Consultant..... (Company's name or JV's name)

Capacity: {Insert the person's capacity to sign for the Consultant}

Physical Address: {Insert the authorized representative's address}

Phone: {Insert the authorized representative's phone and fax number, if applicable}

Email: {Insert the authorized representative's email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2: SUMMARY OF COSTS

Item	Cost			
	consultant must state the proposed cost in accordance with ITC16.4 of data sheet: delete columns which are not used)			
	(Insert foreign currency #1)	(Insert foreign currency #2) if used	(Insert foreign currency #3) if used	(Insert Local currency) if used
Cost of the financial proposal				
Including				
(1) Remuneration				
(2) Reimbursable				
Subtotal (Remuneration+ Reimbursable)				
Taxes				
(Insert type of tax)				
(e.g withholding tax on expert's remuneration				
(insert type of tax)				
Total Taxes				
Total Cost of the financial proposal:[should match the amount in form FIM 1]				

FORM FIN-3A: BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts.

A. Remuneration:								
No	Name	Position (as in TECH-6	Person-month Remuneration Rate	Time input in Person/Month (From TECH- 6)	[currency #1-as in FIN-2]	[currency #2-as in FIN-2]	[currency #3-as in FIN-2]	[Local currency #1-as in FIN-2]
	Key Expert							
K-1			(Home)					
			(Field)					
K-1			(Home)					
			(Field)					
	Non-Key Expert							
N-1			(Home)					
			(Field)					
	Total Costs							

FORM FIN 3B: CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

{This Form FIN 3B shall be used for Time-Based contracts only. If Lump sum Contract is used, the Procuring Entity shall delete the FORMFIN-3B, FORM FIN-3C and FORM FIN-3D from the RFP before issuance to Consultants}

Consultant:Country: Assignment:

.....Date:

We hereby confirm that:

- a) The basic fees indicated in the attached table are taken from the firm's pay roll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- b) attached are true copies of the latest pay slips of the Experts listed;
- c) the away-from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- e) Said factors for overhead and social charges do not include any bonuses or other means of profit sharing.

..... [Name of Consultant]

Signature of Authorized Representative

Name:

Title: Date:

.....

FORM 3C: FORM FOR CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration ratePer Working Month/Day/Year	Social Charges	Overhead	Subtotal 1	Profit	Away from Home Office Allowance	Proposed Fixed Rate Per Working Month/Day/Hour	Proposed Fixed Rate Per Working Month/Day/Hour
Home Office									
Procuring Entity's County									

[if more than one currency is used, use additional table(s), one for each currency]
1. Expressed as percentage of 1 2. Expressed as percentage of 4

FORM FIN 3D: BREAKDOWN OF REMUNERATION RATES [FOR TIME BASED CONTRACTS ONLY]

1. Review of Remuneration Rates

1.1 The remuneration rates are made up of salary or abase fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. Form FIN3 C can be used to provide a breakdown of rates.

1.2 The Form FIN 3C shall be completed and attached to the Financial Form-3. As agreed at the negotiations, breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C. 1.3 At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

2 Rate details are discussed below:

- (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus, except where these are included bylaw or government regulations.
- (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
- (iv) Cost of Leave The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v + s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Procuring Entity is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements,

certified as correct by an independent auditor and supporting the last three years' over heads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw over heads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

FORM FIN-4 BREAKDOWN OF REIMBURSABLE

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This form shall not be used as a basis for payments under Lump-Sum contracts. This form shall be filled for TimeBased Contracts to form the basis of contract negotiations.

B; Reimbursable Expenses.....								
No	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Currency # 1-as in FIN-2	Currency # 1-as in FIN-2	Currency # 3as in FIN-2	Local Currency # 1-as in FIN-2
	E.g Per diem							
	Transport							
	Training of the procuring Entity Personnel							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Entity can set up a ceiling.

SECTION 5: - TERMS OF REFERENCE

5.1 Terms of Reference are the initial statement to the consultant of the services to be performed and should therefore be clear and precise and should contain the following sections:

- (a) Background
- (b) Objectives of the assignment,
- (c) Scope of the Services,
- (d) Training (where appropriate),
- (e) Reports and Time Schedule,
- (f) Data Services, Personnel and Facilities to be provided by the Client, and
- (g) Terms of Payment.

5.2 TERMS OF REFERENCE FOR MARKET SURVEY

1.0 BACKGROUND INFORMATION

The Kenya Urban Roads Authority (KURA) is a statutory body established by the Kenya Roads Act, 2007. The Act also established other Road Authorities (RAs) and provided for their powers and functions as stipulated within the Act. In line with this, the Authority started operations in the FY 2008/2009. It has a head office in Nairobi and ten (10) regional offices: Nairobi, Coast, Central, Lower Eastern, Upper Eastern, North Rift, North Eastern, Nyanza, South Rift and Western.

KURA has approximately 4,000 Kms of Road network spread across the country. The total paved roads are estimated at 465.92 Kilometers while those that are unpaved are 3,503.35 KM. However, these roads are in various levels of condition as shown in figure one below.

Table 1: KURA's Road Network

Surface Type	Total length (km)	Good		Fair		Poor	
		K	%	Km	%		%
Asphaltic Concrete	425.42	78.94	19	-	0		81
Surface Treated	20.95	-	0	-	0		100
Concrete (Co)	19.55	-	0	19.55	100		0
Total Paved	465.92	78.9	17	19.55	4.2		78.8
Gravel	378.83	-	0	378.83	100		0
Earth	3,124.52	-	0	3,124.5	100		0
Total - Unpaved	3,503.35	-	0	3,503.3	100		0

Surface Type	Total Length (km)	Good		Fair		Poor	
		K	%	Km	%		%
Total	3,969.27	78.9	2%	3,522.	88.8		9.2

To achieve its mandate of developing, rehabilitating, managing and maintenance of the Kenya national urban trunk roads, the Authority usually contracts national or international road works contractors with a clear scope in each contract. This is usually done in full compliance with the public procurement and Disposal laws in Kenya. The Public Procurement and Disposal Act, 2005 sets out the procedures to govern procurement of goods, works and services and disposal of unserviceable, obsolete or surplus equipment by public entities in order to:-

- Maximize economy and efficiency
- Promote competition and ensure fair treatment for all competitors
- Promote integrity and fairness
- Increase transparency and accountability
- Increase public confidence, and
- Promotion local industry and economic development.

One of the biggest challenges that face the Authority in procurement of contractors for construction and maintenance of road works is the rapid and erratic change in market prices due to inflation. As a result KURA observed that, there is need to establish a reliable and realistic prevailing market prices for materials, equipment, labour and overheads which forms unit rate to inform the estimate of either construction or maintenance of road works project cost. It is further observed that this can be achieved through conducting periodical market surveys on this key road construction and maintenance cost elements to inform appropriate decision making by the Tender & Procurement Committees. Therefore, it is in this backdrop that KURA is seeking to engage a Service Consultant for the provision market survey on unit rates for the road construction and maintenance works within all its road network.

1.1 OBJECTIVE

The objective of the consultancy is to prepare comprehensive unit cost for Road Works derived from prevailing market rates of road construction/maintenance inputs to enable the Authority achieve value for money when procuring Road Works contracts.

1.2 SCOPE OF SERVICES

The consultancy will involve market survey for market rates of all inputs required for Road construction and maintenance in Kenya including determination of factors that affect the surveyed rates and derivation of prevailing unit costs.

The exercise will include but not limited to the following activities:

- Collect and review existing information/ publications and reports on market rates for road construction/maintenance inputs.
- Zone /Map the Authority's regional areas of operation for purposes of collecting prices for road construction/maintenance inputs. (Zoning should be County based and should cover all the Counties in Kenya)
- Prepare a comprehensive master list of all road construction/maintenance inputs.
- Identify sources of road construction /maintenance data inputs in each of the identified zones.

- e) Provide historic, prevailing and projected economic trends of road construction/maintenance inputs for each identified zones.
- f) Identify and analyse existing laws and regulations/ government entities that affect cost of road construction and maintenance. This may include but not limited NCA, NEMA, DoSH, County Governments, and EPRA etc.
- g) Prepare a plan(s) to undertake the collection of prices for the road construction/maintenance data inputs in each zone. (Zoning should be County based and should cover all the Counties in Kenya)
- h) Analyze and determine price for each road construction/maintenance input for each zone.
- i) Derive unit costs for various road works in form of bill items guided by Road Design Manuals, cost estimation manual and the Standard Specifications among other relevant publications. This should clearly show the model used to arrive at the unit rate per zone and the assumptions made therein.
- j) Review and update the existing description of the bill items based on the derived unit cost for each of the identified zones.
- k) Train 2No. of client's staff during the study for knowledge transfer.
- l) Produce a hard and soft copy of comprehensive market survey report/price reference guide per zone.

1.3 SELECTION CRITERIA

The Consultant shall be chosen based on the Quality and Cost Based Selection Considerations.

1.4 EXPECTED OUTPUTS/DELIVERABLES

5.1 Commencement

The Consultant shall commence the study as specified in Clause 13.1 of the General Conditions of Contract.

5.2 Reports

In every cycle of six (months), the Consultant shall prepare and submit to the Director (Policy, Strategy and Compliance) the following reports. *All reports shall be in English and prepared on A4 metric size paper and be submitted together with soft copies on e-mail and CD-ROM. The format and content of each report should be agreed and/or cleared by the Client. For each report submitted, an electronic copy will be provided. Electronic copies will be in the format used in their preparation with all links, formulas and fields active. For all reports an Executive Summary will be included.*

a. Inception Report (Within two (2) weeks after receipt of the commencement)

This shall summarize initial findings on the interpretation of the ToR and give proposals covering methodologies to undertake the exercise and the detailed work plan for the contract. The consultant shall submit a soft copy of the report and 5 No. hard copies and make a presentation of the same to the Client for comments and approval.

Formal comments are to be provided to the consultant within one (1) week from receipt of the report.

b. Preliminary Report (Within two (2) months of commencement)

The Consultant shall be required to prepare and submit the Preliminary study report based on the study as agreed during the inception stage. The Consultant shall make a presentation of the report to the Client for comments and approval.

Formal comments are to be provided to the consultants within Two (2) weeks from receipt of the report.

c. Draft Final Report (Within 3 months of commencement)

This shall incorporate all revisions deemed necessary arising from comments received from the Director (Policy, Strategy and Compliance), following discussions and agreement between him and the Consultant from time to time. Sample reports from the database shall be generated at this point.

The consultant shall submit 5 No. hard copies and a soft copy of the report. Formal comments are to be provided to the consultants within Two (2) weeks from receipt of the report.

d. Final Report (Within 6 months of commencement)

The final report will incorporate the Client's comments, and shall present market survey findings with a comprehensive Market Survey Report/Market Reference guide. The price guide should detail the list of commonly used road works bill items and their indicative prices both for the Headquarters, Regions & Corridor locations. The price guide should only be valid for maximum of six months from the date of release. The price release shall be bi- annually. The specific dates will be 15th day ensuing half year and 15th day of the end of the year calendar month.

The consultant shall submit 5 No. hard copies and a soft copy of the price guide.

1.5 KURA OFFICES

S/No.	Office	Location
1	Headquarters	Barabara Plaza, JKIA
2	Nairobi Region	Industrial Area
3	Lower Eastern Region	Machakos
4	Central Region	Nyeri
5	North Eastern	Garissa
6	Upper Eastern	Meru
7	Coast Region	Mombasa
8	South Rift Region	Nakuru
9	North Rift Region	Eldoret
10	Nyanza Region	Kisumu
11	Western Region	Kakamega

8.0 THE FIRM, KEY PERSONNEL

The minimum qualification for the key staff shall be as follows:-

The Consultancy Firm

- The consultancy firm shall be a firm registered under the Companies' Act.
- The consultancy firm should have undertaken a Market Survey for Government entities, parastatals or ministries, or reputable private sector organizations.
- Letters of recommendation containing contract details of key communication personnel for works stated above must be attached for verification and authentication.

Key staff to undertake this assignment shall include:

- a) Position K-1: [Statistician/Economist}

Academic Qualitification: Degree in Economics/statistics

b) Position K-2: [Civil/roads Engineer]

Academic Qualitification: Degree in Civil Engineering from accredited institution and must be a professional registered with Engineers Board of Kenya and a corporate member of Institution of Engineers of Kenya

c) Position K-3: [Actuarial Scientist/Risk analyst]

Academic Qualitification: degree in actuarial science

d) Position K-3: Field asistants :Diploma or Certificate in Statistics or Economics or Civil Engineering

(Please attach relevant certificates and Curriculum Vitae)

9.0 RESPONSIBILITIES OF THE CONSULTANT

The Consultant shall be responsible for all his office and living accommodation, transportation, equipment, secretarial services, investigation, telephones, postage and everything else necessary for the satisfactory execution and completion of the services.

The Consultant may however carry out certain assignment within the premises of KURA but must receive prior approval of the Client. The Consultant will closely work with KURA Research and Innovation Department under the leadership of the Director, Policy Strategy & Compliance.

10.0 FACILITIES TO BE PROVIDED BY KURA

KURA shall provide the Consultant with all the data and reports in its possession and that it may deem safe to provide, that the Consultant may need to assist them in carrying out these duties including the Master list of the bill items.

11.0 DURATION

The assignment will be for a period of six months (6 months). The end of a market survey will be marked by the submission of the market survey price guide that will be used by the Director Policy Strategy and Compliance.

SAMPLE ITEMS OF WORKS

Unit Cost Table					
Item Code	Description	Unit	Technology	Planned Rate Without VAT(Kshs)	Required construction inputs
Activity Group:- SITE CLEARANCE					
Bill No. 4					
04-50-002	Grass Cutting	M ²	LB	1.00	
04-50-003	Heavy Bush Clearing	M ²	LB	1.00	
04-50-004	Light Bush Clearing	M ²	LB	1.00	
04-50-005	Prunning of Tree branches	M ²	LB	1.00	
04-50-006	Tree cutting and stump removal (200 -450 mm)	NO	LB	1.00	
04-50-007	Tree cutting and stump removal (>450 mm)	NO	LB	1.00	
04-50-008	Clearing obstructions (boulders & debris) - Mechanical	M ²	MB	1.00	
04-50-008a	Clearing obstructions (boulders & debris) - Manual	M ³	LB	1.00	
04-50-009	Stripping and Grubbing (Mechanical)	M ²	MB	1.00	
04-50-009a	Stripping and Grubbing (Manual)	M ²	LB	1.00	
04-50-010	Excavate remove & disposal of concrete structures	KS	LB	1.00	
04-50-011	Stumps Removal (500- 1500mm girth)	No.	LB-MB	1.00	
04-50-012	Stumps Removal (>1500mm girth)	No.	LB-MB	1.00	
04-50-013	Remove and store for re-use flex beam guardrails and guardrail posts	M	LB-MB	1.00	
04-50-090	Stripping and Grabbing (Mechanical)	M ³	MB	1.00	

04-60-001	Clear site on road reserve including removal of trees, hedges, bushes and other vegetation or deleterious organic material, grub up roots and back fill to 100% MDD (AASHTO T99) with approved material in accordance with the specification	Ha	LB-MB	1.00	
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04-60-002	Remove top soil to maximum depth of 200mm as directed by the Engineer stockpile good material for later top soiling of slide slopes and landscaping of quarries and borrow pits	M ³	LB-MB	1.00	
04-60-003	Rip Existing pavement layer up to sub grade and stock pile for use as directed by the Engineer	M ³	LB-MB	1.00	
04-60-004	Top soil Stripping	M ²	LB-MB	1.00	
04-60-005	Removal of existing pipe culverts to spoil or stock file for re-use as directed by the Engineer	M		1.00	
04-60-008	Removal of existing road signs and stock pile as directed by the Engineer	No.	LB-MB	1.00	
04-60-009	Provide, plant and maintain approved trees species in accordance with specifications or as directed by the Engineer	No.	LB-MB	1.00	
04-60-010	Demolish and dispose pipe culverts inlets and outlet structures	No	LB-MB	1.00	
04-60-011	Removal of Mass Boulders and debris - machine based activity.	No.	LB-MB	1.00	
04-60-012	Removal of drop inlets structures of all sizes	no.	LB-MB	1.00	
04-60-013	Clear site for construction of bridge including removal of hedges, bushes, trees(except those designated to remain by the Engineer) vegetation and other deleterious materials and prepare ground for setting out of the bridge	Ha	LB-MB	1.00	
04-60-014	Hack existing concrete to box culvert or any other structure to expose adequate length of reinforcement	M ²	LB-MB	1.00	
	Demolish, Remove and dispose existing masonry structures to spoil or stock file for re-use as directed by the Engineer	M ²	LB-MB	1.0	
04.80.002	Removal and disposal of overburden	M ³	LB-MB	1.0	
Activity Group:- EARTHWORKS					

Bill No. 5					
05-50-002	Excavation & spread in soft material & compact	M ³	LB	1.00	
05-50-003	Excavation & spread in hard material and compact	M ³	LB	1.00	
05-50-004	Excavation to Level & Compaction	M ³	LB	1.00	
05-50-005	Spreading & Compaction - Camber Formation	M ²	LB	1.00	
05-50-006	Fill in soft material and compact including watering as specified	M ³	LB	1.00	
05-50-007	Fill in hard material and compact	M ³	MB	1.00	

05-50-008	Cut to spoil in Soft	M ³	LB	1.00	
05-50-009	Cut to spoil in Hard	M ³	MB	1.00	
05-50-010	Cut to fill in soft material	M ³	LB	1.00	
05-50-011	Cut to fill in hard material	M ³	MB	1.00	
05-50-012	Rock fill to swamp	M ³	MB	1.00	
05-50-013	Filter to swamp under, over and around rock fill	M ²	MB	1.00	
05-50-014	Grassing	M ²	LB	1.00	
05-50-015	Backslope/ Slope Maintenance	M ²	LB	1.00	
05-50-016	Scarify water and compact existing ground to at least 95% MDD (AASHTO T99) to a depth of 150mm below ground level.	M ³	MB	1.00	
05-60-001	Compaction of existing ground under embankments to 95% MDD (AASHTO T99) in layers of 150mm	M ³	LB-MB	1.00	
05-60-002	Fill in soft material including benching of shoulders and embankment and compact to 95% MDD (AASHTO) in layers of 150mm as directed by the Engineer	M ³	LB-MB	1.00	
05-60-003	E.O. item 05-60-002 for compaction of the top 300mm to 100% MDD (AASHTO T99) in fill areas	M ³	LB-MB	1.00	

05-60-004	Fill in hard material (rock fill on selected sections) and compact to 95%MDD(AASHTO T99)	M ³	LB-MB	1.00	
05-60-005	Compaction of top 300mm below formation in cuts and fills to 100% MDD	M ³	LB-MB	1.00	
05-60-006	Provide Selected materials for improved sub grade of minimum class S3 (CBR 10): dump, spread, water, mix and compact to 100% (MDD AASHTO T.99) as per specification	M ³	LB-MB	1.00	
05-60-007	Landscaping	M ³	LB-MB	1.00	
05-60-008	Overhaul of material	M ³ km	LB	1.00	
05-60-009	Excavation in swamp	M ³	LB	1.00	
05-60-010	Top soiling as instructed	M ²	LB	1.00	

05-60-011	Compaction of existing ground below cuts to at least 97% MDD (AASHTO T.180) including all necessary and water to a depth of 150mm below ground level.	M ³	LB-MB	1.00	
05-60-012	Compaction of 300mm below formation level in cuts to 97% MDD (AASHTO T.180)	M ³	LB-MB	1.00	
05-60-013	E.O item 5.01 for compaction of top 300mm in fills to 97/5 mdd (AASHTO T.180)	M ³	LB-MB	1.00	
05-60-014	Backfill with soft material and compact to 100% MDD (AASHTO T199) in layers not exceeding 300mm thickness trenches formed after removal of existing culverts.	M ³	LB-MB	1.00	
05-60-015	Provide improved sub grade material to a thickness of 300mm compaction to 100% MDD (AASHTO T99) in layers not exceeding 150mm	M ³	LB-MB	1.00	
05-60-017	Construct in concrete class 15(20) side drains scour checks as instructed	M ³	LB-MB	1.00	
05-60-019	Scarify existing bituminous pavement material and store for re-use or cart away to spoil	M ³	LB-MB	1.00	
05-60-020	Water & Compact scarified surface to achieve 95% MDD	M ²	LB-MB	1.00	
05-60-021	Top soiling and grassing over side slopes,cuts and fills	M ³	LB-MB	1.00	

05-60-022	Compaction to 150 mm depth below formation in fills and cuts to 100% MDD (AASHTO T99)	M ³	LB-MB	1.00	
05-60-023	Provide and place rockfill on the embankment side as directed by the Engineer	M ³	LB-MB	1.00	
05-60-024	Cut in hard material but in swamp	M ³	LB-MB	1.00	
05-60-025	provide lay and lightly compact top soil to depth of 50mm min.,landscape	M ²	LB-MB	1.00	
05-60-026	Compaction of existing ground below cuts to at least 97% MDD (AASHTO T.180) including all necessary and water to a depth of 150mm below ground level.	M ³	LB-MB	1.00	
05-60-027	Compaction of 300mm below formation level in cuts to 97% MDD (AASHTO T.180)	M ³	LB-MB	1.00	
05-60-028	E.O item 5.01 for compaction of top 300mm in fills to 97/5 mdd (AASHTO T.180)	M ³	LB-MB	1.00	

Activity Group:- EXCAVATION AND FILLING FOR STRUCTURES

Bill No. 7

07-50-001	Excavate for structure in soft material	M ³		1.00	
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07-50-002	Excavate for structure in hard material	M ³	MB	1.00	
07-50-003	River training in soft material	M ³	LB	1.00	
07-50-004	River Diversion	M ³	MB	1.00	
07-50-005	Porous filter material: provision, placing and compaction	M ³	LB	1.00	
07-50-006	Selected granular fill material: provide, place, process and compact	M ³	LB	1.00	
07-50-007	Cut to fill in soft material	M ³	LB	1.00	
07-50-008	Construction of cofferdams	M ³	LB	1.00	
07-50-009	River Training in hard material	M ³	LB	1.00	
07-60-001	Excavate and back fill for gabions in soft materials	M ³	LB-MB	1.00	
07-60-002	Provide and place gabion boxes and mattresses as specified or as directed by the Engineer	M ²	LB-MB	1.00	

07-60-003	Provide and place rock fill to gabions and mattresses	M ³	LB-MB	1.00	
07-60-004	Allow for grouting of the rock fill where necessary	M ²	LB-MB	1.00	
07-60-005	Provide and place 200mm thick stone pitching including grouting to aprons upstream and down stream of bridges and culverts as detailed in the drawing or as directed by the Engineer	M ²	LB-MB	1.00	
07-60-006	Provide fabric to the sides and the top of the gabions (300g/M ²)	M ²	LB-MB	1.00	
07-60-007	Excavate for gabions in hard material	M ³	LB	1.00	
07-60-008	Backfill and compact to existing channels in soft material	M ³	LB	1.00	
07-60-009	Provide, dumped and process rip-rap stone fill	M ³	LB	1.00	
07-60-010	Provide and process closed joined-rip-rap stone	M ³	LB	1.00	
07-60-011	Provide cement grouting to gabions faces as instructed	M ²	LB	1.00	
07-60-012	Stone pitching of the outlets / inlets to structures	M ²		1.00	
07-60-013	Provide place and compact rockfill to specifications below structure	M ³		1.00	
07-60-014	Excavate to any depth of structures and river training in hard material as instructed by the Engineer	M ³	LB-MB	1.00	

07-60-015	Provide, place& compact selected soft fill material behind abutments and wing walls as directed by the Engineer.	M ²	LB-MB	1.00	
07-60-016	Provide and place gabion mattresses 0.3m thick	M ³	LB-MB	1.00	
07-60-017	Allow for grouting and capping of stone pitching	M ²	LB-MB	1.00	
07-60-018	Excavate to spoil in water logged material	M ³	LB-MB	1.00	
07-60-019	Provide and erect concrete posts for guardrails complete with spacers (size and interval) as per specifications or as directed by the Engineer	No	LB-MB	1.00	

07-60-020	Excavate and backfill for gabions in soft material and compact the excavation to receive the gabion boxes and/or spoil the excavated material as directed by the Engineer	M ³	LB-MB	1.00	
07-60-021	Provide and place macafferri or equivalent 2x1x1 m gabions and mattresses as shown on the drawings or as directed by the Engineer.	M ²	LB-MB	1.00	
07-60-022	Provide and place cement grouted stone pitching as directed by the Engineer. Cl. 710 of specs	M ²	LB-MB	1.00	
07-60-023	provide and compact porous fill material (6/10mm chippings or similar approved) behind structures. Cl. 707 of specs.	M ³	LB-MB	1.00	
07-60-024	carry out river training works as directed by the Engineer in compliance with Cl. 702, 704, 708, & 709 of specs.	M ³	LB-MB	1.00	
07-60-025	Provide and place 2x1x1m gabion mesh as shown on the drawings or as directed by the Engineer	M ²	LB-MB	1.00	
07-60-026	Provide and place rock fill to gabion boxes	M ³	LB-MB	1.00	
07-60-027	E.O Item 07.60-026 for concrete C15(20) grouting gabion faces	M ²	LB-MB	1.00	
07-60-028	Provide and place Filter fabric behind porous filter material	M ²	LB-MB	1.00	
07-60-029	Carry out Concrete blinding to gabions	M ²	LB-MB	1.00	
07-60-030	Excavate for protection works in soft material	M ³	LB-MB	1.00	
07-60-031	Excavate in hard material for structures	M ³	LB-MB	1.00	
07-60-032	Excavate for protection works in hard material	M ²	LB-MB	1.00	

07-60-034	Allow for protection of structures	M ²	LB-MB	1.00	
07-60-035	Provide and backfill approved material around new box culverts, compact to 100% MDD (AASHTO T99) in layers not exceeding 150mm	M ³	LB-MB	1.00	
07-60-036	Provide pre-cast/insitu covers slabs to drains at Trading centers or as directed , reinforce with Y12 and Y8 bars. Dimensions of 1.8m x 0.9m.	No.	LB-MB	1.00	

07-60-037	Excavate in soft material,depth but not exceeding 2.0m	M ³	LB-MB	1.00	
07-60-038	As item 07.60-037 above,depth exceeding 2.0m but not exceeding 4.0m	M ³	LB-MB	1.00	
07-60-039	As item 07.60-037 above,depth exceeding 4.0m	M ³	LB-MB	1.00	
07-60-040	Extra over item 07.60-037 to 07.60-039 above for excavating in rock	M ³	LB-MB	1.00	
07-60-041	Porous filter material to any depth or width as directed by Engineer	M ³	LB-MB	1.00	
07-60-042	Selected granular fill material as directed by Engineer	M ³	LB-MB	1.00	
07-60-043	Gabion mattresses as scour protection to river bed	M ²	LB-MB	1.00	
07-60-044	As item 07-60-043 above, but gabion boxes	M ²	LB-MB	1.00	
07-60-045	Provide and place rock fill to gabion boxes	M ³	LB-MB	1.00	
07-60-046	As item 07-60-045 but gabion mattresses	M ³	LB-MB	1.00	
07-60-047	Filter fabric behind gabion walls	M ²	LB-MB	1.00	
07-60-048	River training works as directed by Engineer	LS	LB-MB	1.00	
07-60-054	Selected granular fill material as directed by Engineer	M ³	LB-MB	1.00	

07-60-066	Porous filter material to any depth or width as directed by Engineer	M ³	LB-MB	1.00	
07-60-078	Hand packed,compacted hardcore under approach slab	M ³	LB-MB	1.00	

07-60-086	Gabon works on Embankments/highcuts	No	LB-MB	1.00	
07-60-087	Excavate in soft material for gabions	M ³	LB-MB	1.00	
07-60-088	As item 7.01 above,but depth on hard material exceeding 4.0m	M ³	LB-MB	1.00	
07-60-089	provide and install gabion mesh	M ²	LB-MB	1.00	
07-60-091	Porous filter fabric under and or behind gabions	M ³	LB-MB	1.00	

07-60-092	Provide and backfill approved material around new box culverts, compact to 100% MDD (AASHTO T99) in layers not exceeding 150mm	M ³	LB-MB	1.00	
Activity Group:- CULVERT AND DRAINAGE WORKS					
Bill No. 8					
08-50-001	Ditch Cleaning - Manual	MT	LB	1.00	
08-50-001a	Ditch Cleaning - Mechanical	MT	MB	1.0	
08-50-002	Ditch Works - Earth fill in ditches	M ³	LB	1.00	
08-50-003	Ditch Works - Rock fill in ditches	M ³	MB	1.00	
08-50-004	Ditch/Mitre drain /catch water drain excavation	M ³	LB	1.00	
08-50-005	Open lined drain cleaning	MT	LB	1.00	
08-50-006	Open lined drain repairs	M ²	LB	1.00	
08-50-007	Covered (slotted) lined drain construction	M ²	LB	1.00	
08-50-008	Covered (slotted) lined drain cleaning	MT	LB	1.00	
08-50-009	Covered (slotted) lined drain repairs	M ²	LB	1.00	
08-50-010	Construction of a Canalised drain (RC) – 20/20	MT	LB	1.00	
08-50-011	Cleaning of a canalised drain (RC)	MT	LB	1.00	
08-50-012	Canalised drain repairs (RC)	M ²	LB	1.00	
08-50-014	Gulley pot construction	NO	LB	1.00	
08-50-015	Gulley pot cleaning	NO	LB	1.00	
08-50-016	Gulley pot repairs	NO	LB	1.00	
08-50-017	Gulley pot covers replacement	NO	LB	1.00	
08-50-018	Gulley pot frames replacement	NO	LB	1.00	

08-50-019	Open Drain Construction (Half Round) PCC	MT	LB	1.00	
08-50-020	Open Drain (Half Round) Repair/Replacement - PCC	MT	LB	1.00	
08-50-021	Laying of Side Slabs - PCC	M ²	LB	1.00	
08-50-022	Repair of Side Slabs - PCC	M ²	LB	1.00	
08-50-023	Manhole Construction	NO	LB	1.00	
08-50-024	Manhole Cleaning	NO	LB	1.00	
08-50-025	Manhole Repairs	NO	LB	1.00	
08-50-026	Replacement of manholes chamber rings	NO	LB	1.00	
08-50-027	Replacing:Conc.haunching	M ³	LB	1.00	
08-50-028	Replacement of manhole cover frames	NO	LB	1.00	
08-50-029	Manhole covers construction/replacement	NO	LB	1.00	
08-50-030	Manhole covers repairs	NO	LB	1.00	

08-50-031	Provide and place class 20/20 concrete as lining for stormwater drains Type D600mm in accordance with drawings including reinforcement, bedding, weep holes and backfilling with selected materials as directed by the Engineer	M	LB	1.00	
08-50-032	As item 08-50-032 above but for Drain Type D450	M	LB	1.00	
08-50-033	Desilt and clean existing culverts to free flowing condition	M	LB	1.00	
08-50-034	Provide and install composite gulley pot cover	NO.	LB-MB	1.00	
08-60-001	Culvert Cleaning- Partially blocked - 300mm	MT	LB	1.00	
08-60-002	Culvert Cleaning- Partially blocked - 450mm	MT	LB	1.00	
08-60-003	Culvert Cleaning- Partially blocked - 600mm	MT	LB	1.00	
08-60-004	Culvert Cleaning- Partially blocked - 900mm	MT	LB	1.00	

08-60-005	Culvert Cleaning:Partially blocked-1200mm	MT	LB	1.00	
08-60-006	Culvert Cleaning- Fully Blocked - 300mm	MT	LB	1.00	
08-60-007	Culvert Cleaning- Fully Blocked - 450mm	MT	LB	1.00	
08-60-008	Culvert Cleaning- Fully Blocked - 600mm	MT	LB	1.00	
08-60-009	Culvert Cleaning- Fully Blocked - 900mm	MT	LB	1.00	
08-60-010	Culvert Cleaning- Fully Blocked - 1200mm	MT	LB	1.00	
08-60-011	Culvert Repair/Replacement - 300mm.	MT	LB	1.00	
08-60-012	Culvert Repair/Replacement - 450mm.	MT	LB	1.00	
08-60-013	Culvert Repair/Replacement - 600mm.	MT	LB	1.00	
08-60-014	Culvert Repair/Replacement - 900mm.	MT	LB	1.00	
08-60-015	Culvert Repair/Replacement - 1200mm.	MT	LB	1.00	
08-60-016	Headwall repair - masonry	NO	LB	1.00	
08-60-017	Culvert Installation-300mmUnhounded	MT	LB	1.00	

08-60-018	Culvert Installation 300 mm with surround	MT	LB	1.00	
08-60-019	Culvert Installation-450mmUnhounded	MT	LB	1.00	
08-60-020	Culvert Installation 450 mm with surround	MT	LB	1.00	
08-60-021	Culvert Installation-600mmUnhounded	MT	LB	1.00	
08-60-022	Culvert Installation 600 mm with surround	METERS	LB	1.00	
08-60-023	Culvert Installation-900mmUnhounded	MT	LB	1.00	
08-60-024	Culvert Installation 900 mm with surround	METERS	LB	1.00	
08-60-025	Culvert Installation-1200mm unhounded	MT	LB	1.00	

08-60-026	Culvert Installation 1200 mm with surround	METERS	LB	1.00	
08-60-027	Excavate in soft material for culverts	M ³	LB	1.00	
08-60-028	Excavate in hard material for culverts	M ³	MB	1.00	
08-60-029	Provide , lay and joint 450mm inner dia concrete pipes	MT	LB	1.00	
08-60-030	Provide , lay and joint 600mm inner dia concrete pipes	MT	LB	1.00	
08-60-031	Provide , lay and joint 900mm inner dia concrete pipes	MT	LB	1.00	
08-60-032	Provide, place and compact class 15/20 concrete	M ³	LB	1.00	
08-60-033	Provide, place and compact class 25/20 concrete	M ³	LB	1.00	
08-60-034	Provide and place A142 fabric mesh reinforcement	M ²	LB	1.00	
08-60-035	Selected backfill material	M ³	LB	1.00	
08-60-036	Cascades Construction (Concrete)	M ²	LB	1.00	
08-60-037	Cascades Construction (Masonry)	M ²	LB	1.00	
08-60-038	Cascades Repair/Replacement (Concrete)	M ²	LB	1.00	
08-60-039	Cascades Repair/Replacement(Masonry)	M ²	LB	1.00	
08-60-040	Provide, place and compact class 20/20 concrete	M ³	LB	1.00	

08-60-041a	Masonry Headwall Type 1	m ³	LB-MB	1.00	
08-60-041b	Masonry Headwall Type 2	m ³		1.00	
08-60-041c	Masonry Headwall Type 3a	m ³		1.00	
08-60-041d	Masonry Headwall Type 3b	m ³		1.00	
08-60-041e	Masonry Headwall Type 4	m ³		1.00	
08-60-042a	Concrete Headwall Type 1	m ³	LB-MB	1.00	

08-60-042b	Concrete Headwall Type 2	m ³	LB-MB	1.00	
08-60-042c	Concrete Headwall Type 3a	m ³		1.00	
08-60-042d	Concrete Headwall Type 3b	m ³		1.00	
08-60-042e	Concrete Headwall Type 4	m ³		1.00	
08-70-001	Stone Pitching	M ²	LB	1.00	
08-70-002	Stone pitching repair	M ²	LB	1.00	
08-70-003	Gabion repair	NO	LB	1.00	
08-70-004	Provide and place Gabion Installation	NO	LB	1.00	
08-70-005	Provide and place Rock fill to Gabions	M ³	LB	1.00	
08-70-006	Construction Of scour checks (concrete)	M ³	LB	1.00	
08-70-007	Construction Of scour checks (masonry)	NO	LB	1.00	
08-70-008	Construction Of scour checks (wood)	NO	LB	1.00	
08-70-009	Scour check repair - masonry	NO	LB	1.00	
08-70-010	Scour check repair wooden	NO	LB	1.00	
08-70-011	Scour check repair - concrete	NO	LB	1.00	
08-70-012	At-level Scour Checks	NO	LB	1.00	
08-70-013	Gulley head protection-Stone Chute Stabilization	NO	LB	1.00	

08-70-014	Gulley head protection-Stone & Post Chute Stabilization	NO	LB	1.00	
08-70-015	Stone Check Dams	NO	LB	1.00	
08-70-016	Stone & Post Check Dams	NO	LB	1.00	
08-70-017	Rock fill to sub-soil drains	M	LB	1.00	

08-70-018	Rock fill below culverts	M	LB	1.00	
08-70-020	Provide and place invert block drains with two course side slabs- 600mm diameter.	M	LB-MB	1.00	
08-70-021	Excavate in soft material to any depth for minor drainage structures including cascades, scour checks, catch pits, retaining walls etc.	M ³	LB-MB	1.00	
08-70-022	Provide, lay and joint 150mm diameter porous and perforated concrete pipes to subsoil drains or behind structures as shall be directed by the engineer.	m	LB-MB	1.00	
08-70-023	Ditto 08.70-020 but with three side slabs	m	LB-MB	1.00	
08-70-024	Ditto 08.70-020 but with four side slabs	m	LB-MB	1.00	
08-70-025	Provide and place A252 fabric mesh reinforcement or equivalent	M ²	LB-MB	1.00	
08-70-026	Provide and place class 15/20 concrete to beds and surrounds.	M ³	LB-MB	1.00	
08-70-027	Excavate, remove and hand over to client ARMCO culverts including demolition of inlet and outlet structures	m	LB-MB	1.00	
08-70-028	Construct concrete scour checks as directed by the Engineer.	M ³	LB-MB	1.00	
08-70-029	Provide crushed rock backfill in subsoil drains	M ³	LB-MB	1.00	
08-70-030	Cleaning existing hydraulic structures	m	LB-MB	1.00	
08-70-031	Selected Backfill for Culverts	M ³	LB-MB	1.00	
08-70-032	Clean and shape existing outfall and mitre drains to free flow conditions	m	LB-MB	1.00	
08-70-033	Class 20/20 concrete to headwall, wingwalls, aprons, toe walls, inlets and outlets to pipe culverts	M ³	LB-MB	1.00	
08-70-034	Provide and place A142 fabric mesh reinforcement or equivalent for item 08-70-033	M ²	LB-MB	1.00	
08-70-035	Provide and place IBDs with single side slabs – 450mm diameter	m	LB-MB	1.00	
08-70-036	Provide and place IBDs with double side slabs – 450mm dia.	m	LB-MB	1.00	

08-70-037	Clean existing drainage structures of any description and size	m	LB-MB	1.00	
08-70-038	Provide and place class 25/20 concrete reinforced with A142 BRC Mesh for open drain channels of any description and size	M ³	LB-MB	1.00	
08-70-039	Construct scour checks as directed by the Engineer	No.	LB-MB	1.00	
08-70-040	Excavate and provide materials and construct subsoil drains, back fill with approved hard material where instructed by the engineer.	M ³	LB-MB	1.00	
08-70-041	Provide fabric to sub soil drains.	M ²	LB-MB	1.00	
08-70-042	Excavate for,provide,lay and joint 300mm IBD with 2 courses of side slabs on either side.	m	LB-MB	1.00	
08-70-043	Ditto but with 4 side slabs on either sides.	m	LB-MB	1.00	
08-70-044	Excavate in soft material for minor drainage structures	M ³	LB-MB	1.00	
08-70-045	Provide, place and compact rockfill below culverts	M ³	LB-MB	1.00	
08-70-046	Carry out 300mm thick stone pitching as directed by the Engineer	M ²	LB-MB	1.00	
08-70-047	Extra over item 08-70-046 above for grouting	M ²	LB-MB	1.00	
08-70-048	Provide and lay ogee jointed concrete pipes 600mm diameter	m	LB-MB	1.00	
08-70-049	Provide and lay ogee jointed concrete pipes 900mm diameter	m	LB-MB	1.00	
08-70-050	Provide and lay ogee jointed concrete pipes 1200mm diameter	m	LB-MB	1.00	
08-70-052	Construct concrete scour checks as directed by the Engineer	M ³	LB-MB	1.00	
08-70-053	Allow for construction of outfall above 50m from the carriageway as directed by the Engineer	M ³	LB-MB	1.00	
08-70-054	Construct in concrete class 15(20) side drains scour checks as instructed	M ³	LB-MB	1.00	
08-70-055	Provide and place precast concrete slabs 600mm x 600mm x 50mm and place over open lined drains in urban centres and markets	No	LB-MB	1.00	

08-70-056	Provide and place invert block drains with two course side slabs.	M	LB-MB	1.00	
08-70-057	Provide,lay and joint 150mm diameter porous and perforated concrete pipes to subsoil drains or behind structures as shall be directed by the engineer.	m	LB-MB	1.00	
08-70-059	Provide,lay and joint half round 450mm concrete pipes on high fill and steep slopes as directed by engineer	m	LB-MB	1.00	
08-70-060	Provide 150mm thick stone pitching and grout with mortar as directed by the Engineer.	M ²	LB-MB	1.00	
08-70-061	Construct in concrete class 15/20 side drains scour checks as directed by the Engineer	M ³	LB-MB	1.00	
08-70-062	Provide and place A193 fabric wire mesh reinforcement	M ²	LB-MB	1.00	
08-80-001	Access drift - stone pitching	M ²	LB	1.00	
08-80-002	Drifts - Concrete	m ³		1.00	
08-90-001	Excavate for inlet, out fall, catch water drains, mitre and cut-off drains in soft materail	M ³	LB-MB	1.00	
08-90-002	Excavate for inlet, out fall, catch water drains, mire and cut-off drains in hard material	M ³	LB-MB	1.00	
08-90-003	Excavation in soft material for pipe culverts, headwalls, wingwalls, apron, toe walls and drop inlets and compact as specified or as directed by the Engineer	M ³	LB-MB	1.00	
08-90-004	Excavation in hard material for pipe culverts, headwalls, wingwalls, apron, toe walls and drop inlets and compact as specified or as directed by the Engineer	M ³	LB-MB	1.00	
08-90-005	Excavate, remove and dispose of existing damaged pipe culverts as directed by the engineer	M	LB-MB	1.00	
08-90-006	Provide, lay and join 600mm I.D precast concrete pipes	M	LB-MB	1.00	
08-90-007	Provide, lay and join 900mm I.D precast concrete pipes for cross culverts	M	LB-MB	1.00	
08-90-008	Provide and place class 15/20 concrete to beds	M ³	LB-MB	1.00	

08-90-009	Provide and place class 25/20 concrete to headwalls, wing walls, aprons, surrounds to walls, inlets and outlets to pipe culverts including formwork	M ³	LB-MB	1.00	
08-90-010	Provide and place class 20/20 concrete scour checks as directed by the Engineer	NO.	LB-MB	1.00	
08-90-012	Clean 600mm I.D concrete culverts to free flowing condition	M	LB-MB	1.00	
08-90-013	Clean 900mm I.D concrete culverts to free flowing condition	M	LB-MB	1.00	
08-90-014	Excavate for, provide, place and joint 750mm wide PCC invert channels as detailed on the drawings for drainage of storm water along roads in urban centres	M ³	LB-MB	1.00	
08-90-015	Provide and place 200mm thick stone pitching including grouting to outfall drains as detailed in the drawings or as directed by the Engineer	M ³	LB-MB	1.00	
08-90-016	Clean side drains, outfall, catch water, mitre drains and cut off drains to free flow conditions	M ³	LB-MB	1.00	
08-90-017	Demolish and dispose pipe culverts inlet and outlet structures as directed by the engineer	M	LB	1.00	
08-90-019	Excavate for, provide and install IBD of diameter 600 mm including single side slab	M	LB	1.00	
08-90-020	Provide and install shallow IBD as directed by the engineer	M	LB	1.00	
08-90-021	Excavate for, provide and install IBD of inner diameter 300mm including single side slab	M	LB-MB	1.00	
08-90-022	Excavate for, provide and install IBD of diameter 450 mm without side slabs	M		1.00	
08-90-023	Excavate for, provide and install IBD of diameter 450 mm with side slabs	M		1.00	
08-90-024	Excavate for, provide and install IBD D-600 mm without side slabs	M		1.00	
08-90-025	Excavate for, provide and install IBD of diameter-600 mm with side slabs	M		1.00	
08-90-026	Collect from the Engineer, join and lay 2000mm inner diameter Armco Culvert	M	LB-MB	1.00	
08-90-027	Collect from the Engineer, join and lay 1500mm inner diameter Armco Culvert	M	LB-MB	1.00	
08-90-028	Excavate and remove existing 600mm culvert as directed by the Engineer	M		1.00	

08-90-029	Excavate and remove existing 900mm culvert as directed by the Engineer	M		1.00	
08-90-030	Collect Gabions from the Engineer and install in site as directed	NO		1.00	
08-90-031	Provide,lay and joint 1200mm internal diameter Concrete	M ³	LB-MB	1.00	

08-90-032	Extra over items08-90-031 for excavation in hard material	m	LB-MB	1.00	
08-90-033	Material including support of trench sides, dewatering and carting away surplus material to spoil	m	LB-MB	1.00	
08-90-034	Provide and lay 1200mm diameter pipes	m	LB-MB	1.00	
08-90-035	Provide and lay ogee jointed concrete pipes	M ³	LB-MB	1.00	
08-90-036	Provide& lay rip -rap embankment protection works where directed by the Engineer	m	LB-MB	1.00	
08-90-037	Excavate and provide materials for construction of subsoil drains, backfill with approved hard material where instructed by the Engineer	M ³	LB-MB	1.00	
08-90-038	Provide fabric to subsoil drains	m	LB-MB	1.00	
08-90-039	Construct mitre drains where directed by the Engineer.	m	LB-MB	1.00	
08-90-040	Removal of headwalls,wingwalls and aprons	no.	LB-MB	1.00	
08-90-041	Removal of drop inlets of all sizes	no.	LB-MB	1.00	
08-90-042	Excavate for inlet, outfall, mitre and catchwater drains in soft material	M ³	LB-MB	1.00	
08-90-043	Excavate for cut-off drains in soft material	M ³	LB-MB	1.00	
08-90-044	Extra over items 08-90-043 for excavation in hard material	M ³	LB-MB	1.00	
08-90-045	Material including support of trench sides, dewatering and carting away surplus material to spoil	m	LB-MB	1.00	

Activity Group:- PASSAGE OF TRAFFIC

Bill No. 9

09-50-001	Construct and maintain 3m wide deviation to gravel standard	KM	MB	1.00	
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09-50-002	Maintain existing public road	KM	MB	1.00	
09-50-003	Construct and maintain 3m wide temporary vehicle bridge/crossing structure	M	LB	1.00	
09-50-004	Traffic control	KS	LB	1.00	
09-60-001	Allow for the passage of traffic through the works	LS SUM	LB-MB	1.00	

09-60-002	Construct, gravel, water, compact and maintain deviation roads in maximum lengths of 5km. Allow for minimum width of 6.5m , thickness of gravel 150mm with minimum CBR 20.	KM	LB-MB	1.00	
09-60-003	Grade, shape, water and compact the existing road ahead of the works as necessary	KM	LB-MB	1.00	
09-60-004	Provide signs and barriers	KM	LB	1.00	
09-60-005	Provide and compact approved gravel wearing course as instructed on existing road	M ³	LB	1.00	
09-60-006	Overhaul of gravel wearing course	M ³	LB	1.00	
09-60-007	Provide access road to materials site as specified	KM	LB	1.00	
09-60-008	Reinstatement of deviations	LS SUM	LB	1.00	
09-60-010	Construct diversion in maximum lengths of 2km sections as directed by the engineer including all signage, zoning, lighting and barriers.	Km	LB-MB	1.00	
09-60-011	Provide, spread, water and compact gravel of minimum CBR 30% on deviations and maintenance of road as directed by the Engineer.	M ³	LB-MB	1.00	
09-60-012	Maintain deviation by reshaping using grader, reopening side drains and blocked culverts, re-gravelling as instructed, compaction and watering as required.	Km	LB-MB	1.00	
09-60-013	Reinstatement of deviations to the condition prevailing prior to commencement of construction works.	Km	LB-MB	1.00	
	Maintain deviation by base repair in either cement improved gravel/GCS/hand packed stone,	Km	LB-MB	1.0	

	pothole patching, AC surface overlay inclusive of tack coat and prime coat and traffic control, reopening side drains and blocked culverts, as instructed,				
	Construct diversion in maximum lengths of 2km sections: 300mm sub-grade, 150mm sub-base, 35mm AC or double surface dressing wearing course or as directed by the engineer including all signage, zoning, lighting and barriers.	KM	LB-MB	1.0	
	Reinstatement of paved deviations to the condition prevailing prior to commencement of construction works.	KM	LB-MB	1.0	
	Allow for passage of traffic through the works	KM	LB-MB	1.0	

Activity Group:- GRADING AND GRAVELLING WORKS

Bill No. 10

10-50-001	Heavy grading without watering or compaction instructed by the Engineer	M ²	MB	1.00	
10-50-002	Heavy grading with watering and compaction instructed by the Engineer	M ³	MB	1.00	
10-50-002A	Heavy grading with watering and compaction instructed by the Engineer	M ²	MB	1.0	
10-50-003	Light grading as instructed by the Engineer	M ²	MB	1.00	
10-50-004	Light Manual Reshaping (Group edge, Fill gullies and reshape carriageway)	M ²	LB	1.00	
10-60-001	Provide gravel wearing course- excavation, free haul, spread, water and compact gravel to specifications	M ³	MB	1.00	

10-60-002	Haulage (Overhaul beyond 1.5 km)	M ³ km	MB	1.00	
10-60-003	Gravel Patching	M ³	MB	1.00	
10-70-001	Site clearance of borrow area	Ha	LB	1.00	
10-70-002	Removal of overburden	M ³	LB	1.00	
10-70-003	Restoration of quarries and borrow pits	KS	LB	1.00	

10-70-004	Light Manual Reshaping with watering and compaction	M ²		1.00	
10-70-005	Heavy Manual Reshaping with watering and compaction	M ²		1.00	
10-70-006	Heavy Manual Reshaping without watering and compaction	M ²		1.00	
10-70-007	Lihgt Manual Reshaping without watering and compaction	M ²		1.00	
10-70-008	Collect gravel from an identified stockpile and transport to site, spread, water and compact to 95% MDD as directed by the Engineer	M		1.00	

Activity Group:- PAVED ROADS - SHOULDER MAINTENANCE AND REPAIRS

Bill No. 11

11-50-001	Shoulder grading - light	M ²	MB	1.00	
	Shoulder grading - heavy	M ²	MB	1.00	
11-50-002	Prepare surface of existing shoulders, accesses and busbays, including benching where necessary, water process and compact in accordance with the specification and as directed by the engineer to receive gravel	M ²	MB	1.00	
11-50-003	Provide, place and compact natural gravel to shoulders, accesses and busbays	M ³	MB	1.00	
11-50-004	Weeding of shoulders/slopes	M ²	LB	1.00	
11-60-001	Cut benches on shoulders, widening and busbays where directed by the Engineer	M ²	LB-MB	1.00	
11-60-002	Provide,place and compact class 20/20 concrete on shoulders inclusive of A142 fabric mesh as instructed by the engineer	M ³	LB-MB	1.00	
11-60-003	Grade, shape water and compact existing shoulders, accesses and busbays where directed by the Engineer.	M ²	LB-MB	1.00	
11-60-004	Benching on shoulders	M ³	LB-MB	1.00	
11-60-005	Provide,lav water,process and compact approved material on shoulders in accordance with the specifications and as directed by the Engineer	M ³	LB-MB	1.00	

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11-60-006	Provide, lay and compact 150mm thick cement stabilized gravel to shoulders and carriageway in accordance with the specification	M ²	LB-MB	1.00	
11-60-007	Scarify the existing pavement layers (including surfacing) and add additional subbase gravel (measured separately) to form the subbase layer	M ³	LB-MB	1.00	
Activity Group:- NATURAL MATERIAL BASES AND SUBBASE					
Bill No. 12					
12-50-001	Provide, lay and compact Hand packed stone material including filling voids with stone dust as directed by the Engineer.	M ³	LB	1.00	
12-50-002	Provide, place, spread and compact natural gravel for subbase	M ³	MB	1.00	
12-50-003	Provide, place, spread and compact natural gravel for base	M ³	MB	1.00	
12-50-005	Provide, lay and compact to 95% AASHTO 175mm thick gravel in subbase and shoulders	M ³	LB-MB	1.00	
12-50-006	Provide, lay and compact to 95% AASHTO 150mm thick gravel in base and shoulders	M ³	LB-MB	1.00	
12-50-007	Scarify the existing pavement layers (including surfacing) and add additional subbase gravel (measured separately) to form the subbase layer	M ³	LB-MB	1.00	
12-60-001	Provide, place, pack, fill voids and compact for Base Repair - Hand Packed Stone	M ³	LB-MB	1.00	
12-60-002	Provide, place, spread and compact Base Repair – Stabilised/improved Gravel	M ³	MB	1.00	
12-60-003	Provide, place, spread and compact Base Repair - Neat Gravel	M ³	MB	1.00	
12-70-001	In situ process of existing pavement layers (including surfacing) as subbase with additional subbase gravel (measured separately) to specified density and (150mm) extended to the shoulders	M ³	LB-MB	1.00	
12-70-002	Excavation and spoiling of the existing bituminous layers to any distance where directed by the Engineer	M ³	LB-MB	1.00	

12-70-003	Scarify the existing pavement layer and compact as specified and directed by the engineer	M ³	MB	1.00	
12-70-004	Overhaul material in excess of free haul	M ³ km	LB	1.00	
12-70-005	Provide,mix place and compact composite emulsion treated base -all-inclusive by labour	M ³	LB	1.00	
Activity Group:- GRADED CRUSHED STONE SUBBASE AND BASE					
Bill No. 13					
13-50-001	Provide, lay and compact Graded Crushed Stone for Subbase	M ³	MB	1.00	
13-60-001	Provide, lay and compact Graded Crushed Stone for Base	M ³	MB	1.00	
13-60-002	Prepare existing surfaces,trim,level,water and compact to receive new GCS layer	M ³	LB-MB	1.00	
13-60-003	Provide GCS material,spread,water and compact to 98% MDD for repair and reconstruction	M ³	LB-MB	1.00	
13-60-004	Scarify the existing sub-grade or pavement, add new material of subgrade quality	M ³	LB-MB	1.00	
13-60-005	Provide, lay and compact screening layer of 75mm soft stone or quarry waste compacted to 98% MDD Min.	M ³	LB-MB	1.00	
Activity Group:- CEMENT AND LIME TREATED SUBGRADE,SUBBASE AND BASE					
Bill No. 14					
14-50-001	Provide, store and transport to site of works cement improvement agent for natural material and GCS sub-base and base as specified or as instructed by the Engineer.	TON		1.00	
14-50-003	Process the natural material, lay, spread and process the designed quantity of cement on the prepared natural sub-base, base and GCS base, mixing in place with appropriate equipment and compacting to achieve the desired unconfined compressive strength as specified or as instructed by the Engineer	M ³	MB	1.00	
14-50-004	Curing and protection of treated layers	M ²	LB	1.00	

14-50-006	Provide, store and transport to site of works lime improvement agent for natural material and sub-base and base as specified or as instructed by the Engineer.	TON		1.00	
14-50-008	Allow for the protection and curing of the treated material as specified	M ²		1.00	
14-50-009	Curing of cement treated gravel shoulders and gravel subbase	M ²	LB-MB	1.00	

14-50-010	Curing of lime treated gravel shoulders and gravel subbase/Base	M ²		1.00	
14-50-011	Curing of treated gravel shoulders and Gravel base	M ²		1.00	
14-50-012	E.O Item 14.01 for processing, mixing and compaction in accordance with the spec. for reconstruction and repairs	M ³		1.00	
14-50-013	Mix in cement stabilizer with natural material subbase/shoulder	M ³		1.00	
14-50-014	Mix in lime stabilizer with natural material subbase/shoulder	M ³		1.00	

Activity Group:- BITUMINOUS SURFACE TREATMENT AND SURFACE DRESSING

Bill No. 15

15-50-001	Prepare surface to receive treatment	M ²	LB-MB	1.00	
15-50-002	Prime coat MC-30	L	MB	1.00	
15-50-002a	Prime coat MC-70	L	MB	1.00	
15-50-003	Tack coat K1-60	L	MB	1.00	
15-60-001	Seal coat	L	MB	1.00	
15-60-002	Provide, spread and roll 0/6 mm precoated chipping	M ³	MB	1.00	
15-60-003	Provide, spread and roll 6/10 mm precoated chipping	M ³	MB	1.00	
15-60-004	Provide, spread and roll 10/14 mm precoated chipping	M ³	MB	1.00	
15-60-005	Provide, spread and roll 14/20 mm precoated chipping	M ³	MB	1.00	
15-60-006	Surface dressing - Single Seal	M ²	MB	1.00	

15-60-007	Surface dressing Double Seal	M ²	MB	1.00	
15-70-001	Seal coat (Cold)	L	MB	1.00	
15-70-002	Aggregate (Fine)	M ³	MB	1.00	
15-80-001	Seal coat (Hot)	L	MB	1.00	
15-80-002	Aggregate (Course)	M ³	MB	1.00	
15-80-003	Provide, transport and spread blinding material in accordance to Clause 1502B of the standard specifications at a spread rate of 210m ² /m ³	M ³	LB-MB	1.00	
15-80-004	Provide, heat and spray Pen. 80/100 bitumen as a seal on carriageway at a rate of 1.0-1.4 Litres/m ² .	L	LB-MB	1.00	
15-80-009	Provide,heat and spray 80/100 pen. Grade bitumen cutback with kerosene or diesel as second seal on carriageway at a rate of 0.8 - 1.01 Ltr/M ²	Litre	LB-MB	1.00	
15-80-008	Provide,heat and spray 70/80 pen. Grade bitumen cutback with kerosene or diesel as second seal on carriageway at a rate of 0.8 - 1.01 Ltr/M ²	Litre	LB-MB	1.00	
15-80-010	Provide, transport, lay and roll 10/14 mm precoated chipping with MC 30 as a single seal on AC type 1 on carriageway at a rate of 80 - 120 M ² /M ³ or as directed by the Engineer.	M ³	LB-MB	1.00	
15-90-001	Emulsion slurry seal	M ²	MB	1.00	
15-91-001	Otta seal Single seal	M ²	MB	1.00	
15-91-002	Otta seal Double seal	M ²	MB	1.00	
15-92-001	Provide and Spray MC 30 cut-back bitumen as prime coat to carriageway, shoulders, busbays and junctions at rate 0.8-1.2 lts/m ² as prime coat	L	LB-MB	1.00	
15-92-002	Provide, heat and spray 80/100 pen grade bitumen for 1 st seal on carriageway, on shoulders, busbays and junction at rate of 0.9-	L	LB-MB	1.00	

	1.2 lts/m2				
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15-92-003	Provide, heat and spray 80/100 pen grade bitumen for 2 nd seal on carriageway, on shoulders, busbays and junction at rate of 0.81.0 lts/m2	L	LB-MB	1.00	
15-92-004	provide kerosine fuel as cutter for 80/100 penetration grade bitumen binder in accordance with special specifications	L	MB	1.00	
15-93-001	Spray MC 70 cut-back bitumen as prime coat to carriageway, shoulders, busbays and junctions at 0.8-1.2 lts/m2	L	LB-MB	1.00	
15-93-002	Provide and spray K-160 as tack coat at a rate of 0.8-1.0 L/sq metre as directed by the Engineer	L		1.00	
15-93-003	Crack Sealing	M		1.00	
15-93-004	Spot Sealing (fine cracks)	M ²		1.00	
15-93-005	Apply a light prime diluted A4 Anionic Emulsion to the composite Emulsion tread Base (at a spray rate) in case it will be exposed to traffic for a prolonged period as directed by the engineer	Ltr		1.00	
Activity Group:- BITUMINOUS MIXES					
Bill No. 16					
16-50-001	Pothole Patching - hot mix	M ³	LB-MB	1.00	
16-50-002	Pothole Patching - cold mix	M ³	LB	1.00	
16-50-003	Road Edge repairs	M ²	LB	1.00	
16-50-004	Crack Sealing	M	LB	1.00	
16-50-005	Spot Sealing (fine cracks)	M ²	LB	1.00	
16-50-006	Provide, transport, lay and compact Dense Bitumen Macadam to a compacted thickness of 80mm	M ³	LB-MB	1.00	

16-50-007	Excavate,trim and cart to spoil,compact in repair to potholes and failed pavement areas on c/way and its edges.	M ³	LB-MB	1.00	
16-50-008	Provide,lay and compact AC Type I for repair to potholes and edge repair	M ³	LB-MB	1.00	
16-50-009	Provide,lay and compact DBM of 80mm compacted thickness with nominal bitumen content of 4.5% by weight of total mix to the carriageway	M ³	LB-MB	1.00	

16-50-010	Provide,lay and compact 50mm AC Type I as overlay layer for the whole section as a wearing course	M ³	LB-MB	1.00	
16-50-011	Provide, place and compact hot rolled Asphalt Concrete Type I to Pothole repairs, 25mm regulation layer on carriageway, busbays, accesses, bumps and rumble strips as directed by the Engineer.	M ³	LB-MB	1.00	
16-50-012	Provide, lay and compact 50mm AC Type 1	M ³	LB-MB	1.00	
16-50-013	Provide, lay and compact 35mm AC Type II	M ³	LB-MB	1.00	
16-50-014	Provide,lay and compact of 35mm Asphalt Concrete type 1 wearing course to carriageway at bitumen content of 5.5-7.0% by weight of total mix	M ³	LB-MB	1.00	
16-60-001	Asphaltic concrete (AC) for surfacing	M ³	MB	1.00	
16-60-002	Cold asphalt mix for surfacing	M ³	LB	1.00	
16-70-001	Base Repair - Dense Bitumen Macadam (DBM)	M ³	LB	1.00	
16-70-002	Dense bitumen macadam (DBM) for base	M ³	MB	1.00	
16-70-009	Provide mix, place and compact cold mix Asphalt - all inclusive by labour	M ²		1.00	
16-80-001	Provide, lay and roll asphalt concrete type 1 (bitument content 5-6% by weight) as directed by the Engineer	M ³	LB-MB	1.00	
16-80-002	Provide, lay and roll Dense Bitumen Macadam to carriageway, extending to the shoulders	M ³	LB-MB	1.00	

16-80-003	Provide and spray K-160 as tack coat at a rate of 0.8-1.0 L/m ² as directed by the Engineer	L	LB-MB	1.00	
16-80-004	Clearing and cutting of potholes and failed areas	M ³	LB	1.00	
16-80-005	Provide regulation with asphaltic concrete 25 mm minimum thickness overlay	M ³	LB	1.00	
16-80-006	Provide regulation with asphaltic concrete 40 mm minimum thickness overlay	M ³	LB	1.00	
16-80-007	Provide place and compact asphaltic concrete type 1 for bumps and rumble strips as directed by the Engineer	M ³	LB-MB	1.00	
16-80--008	Provide place and compact asphaltic concrete type 1 to repair areas and for regulation to carriageway as directed by the Engineer	M ³		1.00	
Activity Group:- CONCRETE WORKS (Major Structures)					

Bill No. 17					
17-50-010	Provide, bend and fix into position Mild steel reinforcing bars, diameter not exceeding 16mm.	Tonne	LB-MB	1.00	
17-50-011	Provide and fix heavy duty p.v.c. pipes 75mm diameter x 325mm long in weep holes of culvert and wingwalls.	No.	LB-MB	1.00	
17-50-012	Provide and place class 25/20 concrete for box culverts.	M ³	LB-MB	1.00	
17-50-013	Provide and place class 25/20 concrete for foundations, abutments and wingwalls at bridges.	M ³	LB-MB	1.00	
17-50-014	Provide Unformed surface finish UF2(Formwork for formed surfaces, Formwork rates to include for 25x25mm chamfer to all exposed edges)	M ²	LB-MB	1.00	
17-50-015	Provide Vertical formwork to achieve class F1 finish	M ²	LB-MB	1.00	
17-50-016	Provide Vertical formwork to achieve class F2 finish	M ²	LB-MB	1.00	
17-50-016	Provide Vertical formwork to achieve class F3 finish	M ²	LB-MB	1.00	
17-50-017	Providing, cutting, shaping and placing high yield, high bond strength bars diameter equal or less than 16 mm..	Tonne	LB-MB	1.00	

17-50-018	Providing, cutting, shaping and placing high yield, high bond strength bars diameter greater than 16 mm.	Tonne	LB-MB	1.00	
17-50-019	Providing, cutting, shaping and placing mild steel round bars diameter equal or less than 16 mm..	Tonne	LB-MB	1.00	
17-50-020	Providing, cutting, shaping and placing mild steel round bars diameter greater than 16 mm.	Tonne	LB-MB	1.00	

17-50-021	Supply, erect and dismantle formwork for concrete, class F3 finish. The rates shall cover inclined formwork of all slopes and angles.	M ²	LB-MB	1.00	
17-50-024	Provide and apply MC 30 one coat on concrete surface which remain in contact with the earth fill	M ²	LB-MB	1.00	
17-50-027	Provide and place 50mm thick class 15/20 concrete blinding to structures	M ³	LB-MB	1.00	
17-50-040	Provide, place and compact class 25/20 concrete	M ³	LB-MB	1.00	

17-50-044	Horizontal formwork to F1 finish	M ²	LB-MB	1.00	
17-50-046	Horizontal formwork to F3 finish	M ²	LB-MB	1.00	
17-50-060	Provide, place and compact blinding concrete class 15/20 of any thickness to foundations of piers, columns, wingwall and abutments	M ³	LB-MB	1.00	
17-50-061	Provide, place and compact concrete class 30/20 to foundation bases to piers, columns, wingwall and abutments	M ³	LB-MB	1.00	
17-50-063	Provide, place and compact concrete class 30/20 to main beams	M ³	LB-MB	1.00	
17-50-065	Provide, place and compact concrete class 30/20 to deck slab and kerb beams	M ³	LB-MB	1.00	

17-50-066	Provide, place and compact concrete class 30/20 to approach slab	M ³	LB-MB	1.00	
17-50-067	Provide, erect and afterwards dismantle & remove	Ks	LB-MB	1.00	

17-50-068	Provide class F3 finish to footings of wingwall, pier, columns and abutments	M ²	LB-MB	1.00	
17-50-069	Provide class F2 finish to vertical sides of wingwall, pier, columns and abutments	M ²	LB-MB	1.00	
17-50-070	Provide class F3 finish to soffits of deck	M ²	LB-MB	1.00	
17-50-075	Provide all 1.6m high x 25mm thick x 12m long styropor and 50mm deep x 25 mm thick x 24 m long bitumen based expandite materials for and form expansion joint	No.	LB-MB	1.00	
17-50-076	Heavy duty UPVC pipes 100mm dia and 700mm long in weep holes	No.	LB-MB	1.00	

17-60-010	Provide Unformed surface finish UF2(Formwork for formed surfaces, Formwork rates to include for 25x25mm chamfer to all exposed edges)	M ²	LB-MB	1.00	
17-80-002	Provide and place class 25/20 concrete for retaining walls and other structures	M ³	LB-MB	1.00	
17-80-003	Provide and place class 30/20 concrete for bridge decks, beams and piers	M ³	LB-MB	1.00	

17-80-007	Provide and place class 30/20 concrete for pavement carriageway	M ³	MB	1.00	
17-80-008	Provide materials and construct masonry retaining wall 200 mm thick complete with piers at a spacing of 3m as specified and directed by the Engineer	M ²	LB-MB	1.00	
17-80-009	Provide materials and plaster masonry wall with mortar of at least 1:3 (Cement:Sand ratio) minimum 25mm thick or as directed by the Engineer	M ²	LB-MB	1.00	
17-80-010	Provide and fix coping to masonry retaining wall as directed by the Engineer	M	LB-MB	1.00	
17-80-015	Drill into existing abutment holes for dowels. Fix in dowels and fill in with 1:1 sand/cement mortar as shown on the drawings	NO	LB	1.00	
17-80-020	Formworks to edges of slabs (Less than 300 mm high)	M ²		1.00	

17-80-021	Mesh reinforcement - A393 mesh	M ²		1.00	
17-80-022	Mesh reinforcement - A112 mesh	M ²		1.00	
17-80-024	Formworks for formed surface finishes. (Rate to include for 25x25 chamfer to all exposed areas) b) F1 finish - Sloping	M ²		1.00	
17-80-025	Formworks for formed surface finishes. (Rate to include for 25x25 chamfer to all exposed areas) e) F3 - Sloping	M ²		1.00	
Activity Group: PRESTRESSED CONCRETE WORKS					
Bill No. 18					
Activity Group:- STRUCTURAL STEELWORK					
Bill No. 19					
19-50-001	Provide, fabricate and fix 100x100x6 mm square hollow sections top and bottom member to truss girder	M		1.00	
19-50-002	Provide, fabricate and fix 60x40x4 mm L sections	KG	LB-MB	1.00	
19-50-003	Provide, fabricate and fix 50x50x4 mm SHS	M	LB-MB	1.00	
19-50-004	Provide, fabricate and fix 75x75x6 L sections	KG	LB-MB	1.00	
19-50-005	Provide, fabricate and fix 50x50x4 mm SHS	M	LB-MB	1.00	
19-50-006	Provide, fabricate and fix 50x50x6 mm L sections	KG	LB-MB	1.00	
19-50-007	Provide, fabricate and fix 60x40x3 mm RHS	M	LB-MB	1.00	
19-50-008	Provide, fabricate and fix 100x50x4 mm RHS sections including welding and bolting at 1500 mm c/c	M	LB-MB	1.00	

19-50-009	Provide, fabricate and fix 50x50x4 mm SHS sections including welding and bolting 500 mm c/c	M	LB-MB	1.00	
19-50-010	Provide, fabricate and fix 203x203x46 mm UC sections	KG	LB-MB	1.00	
19-50-011	Provide, fabricate and fix holding down bolts 20mm diameter including head, nuts and washer grade 4.6 and 250 mm long embedded in concrete	NO.	LB-MB	1.00	

19-50-012	Provide, fabricate and fix 500x50x18 mm c/w boltholes	NO.	LB-MB	1.00	
19-50-013	Provide, fabricate and fix mild steel chequered plates of 6 mm thick for decking including 2 No 10 mm drain holes at 1200 mm centres	M ²	LB-MB	1.00	
19-50-014	Prepare and apply one primer coat and two coats of gloss paint to general surfaces of metal as per clause 19.11 on paint works and as directed by the Engineer	M ²	LB-MB	1.00	
19-50-015	Allow for welding and bolting works	Lsum	LB-MB	1.00	
19-50-016	Dismantle existing footbridge, transport it to the alternative site and erect as directed by the Engineer	Lsum	LB-MB	1.00	
19-50-017	Provide and install 32 mm dia x 1000 mm long, grade 8.8 threaded end holding down bolts.	No.	LB-MB	1.00	
19-50-018	Provide and install 32 mm dia x 1000 mm long, grade 8.8 threaded end holding down bolts.	No.	LB-MB	1.00	
19-50-020	Import "Unibridge box girder" type steel beams 34.2m long with cross beams etc as per Addendum no.1	LS	LB-MB	1.00	

Activity Group: - ROAD FURNITURE

Bill No. 20

20-40-001	Supply, erect vertically to a depth of 1.5M below ground level, test and commission new 10 mtrs galvanized poles (single arms) complete with 160 watts LED fittings plus all other electrical accessories and appliances	No.	LB-MB	1.00	
20-40-002	Supply, erect vertically to a depth of 1.5M below ground level, test and commission new 15 mtrs galvanized poles complete with 4x250w/280w	NO.	LB-MB	1.00	

	LED fittings plus all other electrical accessories and appliances				
20-40-003	Repair of damaged 20 mtrs galvanized high mast pole (to be complete with all 6x280 watts LED fittings plus all the other electrical accessories and appliances)	NO.	LB-MB	1.00	
20-40-004	Supply, install, test and commission 250/280 watts LED fittings on footbridges plus all other electrical accessories and appliances	PCS	LB-MB	1.00	
20-40-005	Supply, install, test and commission street light fittings to 15 mtrs pole and 20 mtrs high masts complete with 4x250w/280w and	PCS	LB-MB	1.00	

	6x250w/280w LED fittings respectively plus all the other electrical accessories and appliances				
20-40-006	Supply circular continuously tapering, fully galvanized street light poles with suitable decorative double arm bracket to achieve mounting height of 12m from road surface. The pole shall have arrangement of concealed junction box with 2no. 6A SPMCB	PCS	LB-MB	1.00	
20-40-007	Supply of circular continuously tapering, fully galvanized street light poles with suitable decorative single arm bracket to achieve mounting height of 12m from road surface. The pole shall have arrangement of concealed junction box with 1 No. 6A SPMCB	PCS	LB-MB	1.00	
20-40-008	Erection of the street lighting pole including casting of suitable civil foundation as per technical specifications	NO.	LB-MB	1.00	
20-40-010	Supply, install, test and commission Control Meter Box complete with all required electrical accessories and appliances	NO.	LB-MB	1.00	
20-40-011	Supply, erection, testing and commissioning of street light fixture suitable for 400 watts tubular lamp complete with bulb and all other	Pcs	LB-MB	1.00	

	electrical accessories as per technical specifications				
20-40-012	Supply, install, test and commission 250 watts flood light sodium fittings for tunnel lighting complete with Bulb as Thorn plus all other electrical accessories.	Pcs	LB-MB	1.00	
20-40-013	Repair of damaged 35 mtrs galvanized High mast poles (to be complete with all 9x1000 watts flood light sodium fittings with Bulb as Thorn plus all other electrical accessories).	NO.	LB-MB	1.00	
20-40-014	Repair of damaged Control Meter Box, testing and commissioning, complete with all required electrical fittings and accessories	Pcs	LB-MB	1.00	
20-50-001	Provide and place Road reserve boundary posts	No.	LB	1.00	
20-50-002	Provide and place /Installation of Fencing and gates	MT	LB	1.00	
20-50-003	Repair/ replace fence	MT	LB	1.00	

20-50-008	Guard Rail Repair	MT	LB	1.00	
20-50-009	Guard Rail Replacement	MT	LB	1.00	
20-50-010	Guardrail installation	MT	LB	1.00	
20-50-011	Handrail Repair/ Installation	MT	LB	1.00	
20-50-013	Kilometer marker posts	No.	LB	1.00	
20-50-014	Rumble strips	M ³	LB	1.00	
20-50-015	Speed bump construction with Asphalt concrete	M ³	MB	1.00	
20-50-016	Speed bump construction with concrete	M ³	MB	1.00	
20-50-017	Excavate for, Provide, and install Concrete bollards	No.	MB	1.00	
20-50-021	Excavate for, Provide, and install Steel bollards	NO.	LB-MB	1.00	

20-50-022	Excavate for, Provide, and install Timber bollards	NO.	LB-MB	1.00	
20-50-023	Provide and erect edge marker posts as directed by the engineer.	No.	LB-MB	1.00	
20-50-024	Provide, lay and joint 250mm thick precast concrete quadrant of radius less than 1.0m	No.	LB-MB	1.00	
20-50-025	Provide and place 150mmx1500mmx600mm precast concrete slabs reinforced with 4No.Y12 and 8No.Y10 for walkway across open drains as instructed by the engineer	no	LB-MB	1.00	

20-50-028	Excavate for, Provide, lay and joint 250mm x 125mm straight kerbs	m	LB-MB	1.00	
20-50-029	Excavate for, Provide, lay and joint 250mm x 125mm radius kerbs (12m-6m)	m	LB-MB	1.00	
20-50-030	Excavate for, Provide, lay and joint 125mm x 100mm Channels	m	LB-MB	1.00	
20-50-031	Provide and erect Verge Master MK 111 or equivalent plastic edge marker posts as directed by the Engineer	No.	LB-MB	1.00	
20-50-032	Provide and erect chevrons in every bridge location as directed by the Engineer	No.	LB-MB	1.00	
20-50-033	Provide and Install Guard rails complete with posts and _swarflex_ ART 3240 guardrail reflectors every 4m as per drawings and as directed by the Engineer	m	LB-MB	1.00	
20-50-035	Paint 0.5m wide pedestrian crossing	M ²	LB-MB	1.00	
20-50-036	Paint 0.2m wide yellow lines on the edge marking as directed by the Engineer.	M ²	LB-MB	1.00	
20-50-042	Provide and erect RHS mild steel (100*100*4mm) posts concrete posts for guardrails complete with spacers at 3810mm intervals or as directed by the engineer.	no.	LB-MB	1.00	

20-50-048	provide and erect concrete posts for guardrails complete with spacers or as directed by the Engineer	No	LB-MB	1.00	
20-50-049	Provide and erect informative signs 784x 300 mm	No	LB-MB	1.00	

20-50-050	Provide and erect hazard marking signs 900* 450 mm(less than 1m2)	No.	LB-MB	1.00	
20-50-051	Excavate for, provide and install kerbs to radii 5m - 1m	m	LB-MB	1.00	
20-50-052	Excavate for, provide and install kerbs to radii less than 1m	m	LB-MB	1.00	
20-50-058	Provide and place 3.0m x 1.5m x 150mm thick reinforced concrete class 25/20 pedestrian slabs over open drains as directed as directed by the engineer.	No	LB-MB	1.00	
20-50-059	provide,lay and joint 250mm thick precast concrete quadrant of radius less than 1.0m	No.	LB-MB	1.00	
20-50-060	Provide and erect service duct marker posts	No.	LB-MB	1.00	
20-50-066	Provide and erect asphalt concrete rumble strips on the shoulder	M ³	LB-MB	1.00	
20-50-067	provide,lay and joint 250mm thick precast concrete quadrant or radius less than 1.0m	No.	LB-MB	1.00	
20-60-001	Street lights repairs	NO	LB	1.00	

20-60-002	Microtunneling for a 150mm dia. PVC duct.	MT	LB	1.00	
20-60-003	Supply & erection of poles - 3.8m	NO	MB	1.00	
20-60-004	Supply & erection of poles - 4.4m	NO	MB	1.00	
20-60-005	Supply & Installation of pole covers	NO	LB	1.00	
20-60-006	Supply & Installation of pole connectors	NO	LB	1.00	
20-60-007	Supply & Installation of pole caps	NO	LB	1.00	
20-60-008	Supply & laying Cables- 7x1.5mm2	MT	LB	1.00	
20-60-009	Supply & laying Cables- 3x1.5mm2	MT	LB	1.00	
20-60-010	Supply & laying Cables-12x1.5mm2	MT	LB	1.00	
20-60-011	Supply & Installation of T.S. Head-200mm	NO	LB	1.00	

20-60-012	Supply & Installation of T.S. Head-300mm	NO	LB	1.00	
20-60-013	Supply & Installation of P.S. Head-200mm	NO	LB	1.00	
20-60-014	Supply & Installation of P.S. Head-300mm	NO	LB	1.00	
20-60-015	Cable Termination	NO	LB	1.00	
20-60-016	Controller Installation	NO	LB	1.00	
20-60-017	Supply and delivery of 7.6m column	NO	LB-MB	1.00	
20-60-018	Supply and delivery of 10m column	NO	LB-MB	1.00	
20-60-019	Supply and delivery of control pillars	NO	LB-MB	1.00	
20-60-020	Supply/del.:2core 4mm ² PVC/SWAPVCcable	MT	LB-MB	1.00	
20-60-021	Supply/delivery:1.5mm ² twin with ECC cable	MT	LB-MB	1.00	
20-60-022	Supply/delivery: 6.0mm ² green/yellow cable	MT	LB-MB	1.00	
20-60-023	Supply&del.:15mm dia.1.8m.earth electrode	MT	LB-MB	1.00	
20-60-024	Supply&delivery:bracket-7.6m column(single)	NO	LB-MB	1.00	

20-60-025	Supply&delivery:bracket-10m column(single)	NO	LB-MB	1.00	
20-60-026	Supply&delivery:bracket-25A,240Vac cutout	NO	LB-MB	1.00	
20-60-027	Supply and delivery of cable tiles	MT	LB-MB	1.00	
20-60-028	Wiring for 7.6m column	MT	LB	1.00	
20-60-029	Wiring for 10m column	MT	LB	1.00	
20-60-030	Wiring for control pillar	MT	LB	1.00	
20-60-031	Wiring for Earth electrode	MT	LB	1.00	
20-60-032	Sup.&del.:brackets-7.6m column(Twin)	NO	LB-MB	1.00	

20-60-033	Sup.&del.:brackets-10m column(twin)	NO	LB-MB	1.00	
20-60-034	S.&d.:brackets-125W,choke-MBFlantern	NO	LB-MB	1.00	
20-60-035	S.&d.:90W choke complete with ignitor	NO	LB-MB	1.00	
20-60-036	S.&d.:135W son choke complete+ignitor	NO	LB-MB	1.00	
20-60-037	S.&d.:100W,240VACson choke c.+ignitor	NO	LB-MB	1.00	
20-60-038	S.&d.:150W, son choke complete+ignitor	NO	LB-MB	1.00	
20-60-039	S.&d.:250W choke - MBFmercury lantern	NO	LB-MB	1.00	
20-60-040	S.&D.:400W, choke for 400WMBF lantern	NO	LB-MB	1.00	
20-60-041	Supply and delivery of 90W, son lantern	NO	LB-MB	1.00	
20-60-042	Supply and delivery of 100W, lantern	NO	LB-MB	1.00	
20-60-043	Supply&delivery: 125W, MBF lantern	NO	LB-MB	1.00	
20-60-044	Supply&delivery: 90W SOX lamp Lantern	NO	LB-MB	1.00	
20-60-045	Supply&delivery: 150W lantern(screw type)	NO	LB-MB	1.00	
20-60-046	Sup.&del.:125W MBFlamp(screw type)	NO	LB-MB	1.00	
20-60-047	Sup.&del.:125W MBF lamp(3pin BC type)	NO	LB-MB	1.00	
20-60-048	Sup.&del.:100W SON -T lamp(screw type)	NO	LB-MB	1.00	

20-60049	Sup.&del.:150W SON-T lamp(screw type)	NO	LB-MB	1.00	
20-60-050	Supply and delivery of 135W SOX lamp	NO	LB-MB	1.00	
20-60-051	Supply and delivery of 160W ML lamp(BC)	NO	LB-MB	1.00	
20-60-052	Supply and delivery of 160W lamp (ES)	NO	LB-MB	1.00	
20-60-053	Supply and delivery of 250W MBF lamp	NO	LB-MB	1.00	
20-60-054	Supply and delivery fo 400W MBF lamp	NO	LB-MB	1.00	

20-60-055	Supply and delivery of F locator	KS	LB-MB	1.00	
20-60-056	Supply and delivery of street lighting tools	KS	LB-MB	1.00	
20-60-057	Supply & delivery: street lighting testing eqpt.	KS	LB-MB	1.00	
20-60-058	Digging of holes for 7.6m column	NO	LB	1.00	
20-60-059	Digging of holes for 10m column	NO	LB	1.00	
20-60-060	Digging of holes for control pillar base	NO	LB	1.00	
20-60-061	Trenches for 2 core 4mm ² armoured cable	MT	LB	1.00	
20-60-062	Concreting and erection for 7.6m column	NO	LB	1.00	
20-60-063	Concreting and erection for 10m column	NO	LB	1.00	
20-60-064	Concreting and erection for control pillar	NO	LB	1.00	
20-60-065	Backfilling & compacting: 7.6m column hole	NO	MB	1.00	
20-60-066	Backfilling & compacting: 10m column hole	NO	MB	1.00	
20-60-067	Backfilling & comp.: control pillar base hole	NO	MB	1.00	
20-60-068	Tiling for cable trenches	MT	LB	1.00	
20-60-069	Installation: 15mm dia. 1.8m earth electrode	NO	LB	1.00	
20-70-001	Provide and erect priority type signs 1000mm size	NO.	LB-MB	1.00	
20-70-002	Provide and erect warning type signs 750mm size	NO.	LB-MB	1.00	

20-70-003	Provide and erect warning type signs 1000mm size	NO.	LB-MB	1.00	
20-70-004	Provide and erect standard informatory signs 400*300 mm	NO.	LB-MB	1.00	
20-70-005	Provide and erect standard mandatory signs 600mm diameter	NO.	LB-MB	1.00	
20-70-006	Provide and erect Non-Standard informatory signs: (a) Less than 1m ²	NO.	LB-MB	1.00	

20-70-007	Provide and erect Non-Standard informatory signs: (b) 1-2m ² area	NO.	LB-MB	1.00	
20-70-008	Provide and erect Non-Standard informatory signs: (c) 2-5m ² area	NO.	LB-MB	1.00	
20-70-009	Provide and erect Non-Standard informatory signs: (d) >5m ² area	NO.	LB-MB	1.00	
20-70-010	Provide material and Paint 0.1m wide thermoplastic yellow centreline on the road as specified	M ²	LB-MB	1.00	
20-70-011	Provide material and Paint 0.1m wide thermoplastic white lines on road	M ²	LB-MB	1.00	
20-70-012	Provide material and Paint 0.2m wide thermoplastic white busbays separation marking	M ²	LB-MB	1.00	
20-70-013	Provide material and Paint 0.4m wide thermoplastic white giveaway lines at junctions	M ²	LB-MB	1.00	
20-70-014	Provide material and Paint 0.2m wide thermoplastic white pedestrian crossing marking	M ²	LB-MB	1.00	
20-70-015	Provide material and Paint 0.25m thick wide thermoplastic yellow lines on edge marking as directed by the Engineer	M ²	LB-MB	1.00	
20-70-016	Excavate for, provide and place 250*125mm precast concrete kerbs in support to carriageway, busbays and junctions as directed by the Engineer (1) Straight Kerbs	MT	LB-MB	1.00	
20-70-017	Excavate for, provide and place 250*125mm precast concrete kerbs in support to carriageway, busbays and junctions as directed by the Engineer (2) Kerbs radius 1.5m - 6m	MT	LB-MB	1.00	
20-70-018	Excavate for, provide and place 250*125mm precast concrete kerbs in support to carriageway, busbays and junctions as directed by the Engineer (3) Quadrants radius ,1m	MT	LB-MB	1.00	
20-70-019	Provide and lay precast road gullies with grating and 150m concrete pipe leading to open drain	NO.	LB-MB	1.00	
20-70-020	Provide and erect edge marker posts as directed by the Engineer	MT	LB-MB	1.00	
20-70-021	Paint single headed road arrows as directed by the Engineer	NO.	LB-MB	1.00	

20-70-022	Provide and erect steel angle posts for guardrails at 3810mm intervals pr as directed by the Engineer	MT	LB-MB	1.00	
20-70-023	Provide and install flexbeam guardrails and 50mm diameter pipe rails as directed by the Engineer	MT	LB-MB	1.00	
20-70-024	Provide and paint white reflective paint every alternate sections of the existing guardrail as directed by the Engineer	MT	LB-MB	1.00	
20-70-025	Provide and paint white reflective delineators (Cats Eyes) as directed by the Engineer	MT	LB-MB	1.00	
20-70-026	Provide and erect edge kilometre marker posts as directed by the Engineer	NO.	LB-MB	1.00	
20-70-027	Provide, plant, water and tender trees seedlings until firmly established as directed by the Engineer	NO.	LB-MB	1.00	
20-70-028	Provide and erect environmental awareness billboards of size .5m2 at locations to be directed by the Engineer	NO.	LB-MB	1.00	
20-70-029	Provide and erect fuel levy awareness billboards of size .5m2 at locations to be directed by the Engineer	NO.	LB-MB	1.00	
20-70-033	Reflecting self-adhesive stickers size 200mm X 200mm	No		1.00	
20-70-036	Provide & erect prohibitory type signs diameter 600mm	No		1.00	
20-70-037	Roadstuds (a) unidirectional - Stimsonite or similar	No.		1.00	
20-70-038	Roadstuds(b) Bidirectional - Stimsonite or similar	No.		1.00	
20-70-044	Provide and place kerbs raised to radii between 12m-6m	No.		1.00	
20-70-045	Provide and place kerbs raised to radii between 5m-1m	No.		1.00	
20-70-046	Provide and place kerbs raised to radii between 1.0m	No.		1.00	
20-70-052	Provide and erect reinforced concrete culvert marker posts	no.		1.00	

20-70-053	Provide and erect reinforced concrete kilometer marker posts	M		1.00	
20-70-055	Provide and install retro-reflective road studs (cat's eyes)	No.		1.00	
20-70-057	Provide and install reflective paint every alternate sections of existing guardrails	No.		1.00	

20-70-062	Supply, Construct and installation of girder foundation including anchor plates, bolts and nuts as per drawing	M		1.00	
20-70-063	Supply, construct and installation of girder foundation including anchor plates, bolts, and nuts as per drawing	No		1.00	
20-70-064	Filter fabric behind abutment and wing wall weep holes to box culvert	M ²	LB-MB	1.00	
20-70-065	Extra Over item 20-70-064 above for metal rings	NO.	LB-MB	1.00	
20-70-066	Parapet to Culvert	M	LB-MB	1.00	
20-70-068	Provide material and install 100mm diameter heavy duty P.V.C storm water drains deck	NO.	LB-MB	1.00	
20-70-069	Two coats bituminous coating to top and sides of culvert and behind wingwalls	M ²	LB-MB	1.00	

Activity Group:- MISCELLANEOUS BRIDGE/DRIFT WORKS

Bill No. 21

21-50-001	Bridge Cleaning -Deck	M ²		1.00	
21-50-002	Bridge Cleaning-Riverbed	M ³	LB	1.00	
21-50-003	Bridge Deck Repair-Timber	M ²	LB	1.00	
21-50-004	Bridge Deck Replacement-Timber	M ³	LB	1.00	
21-50-005	Bridge Deck Replacement-Steel	M ³	LB	1.00	
21-50-006	Drift maintenance - desilting	M ³	LB	1.00	
21-50-007	Provide and place elastomeric laminated rubber free bearings size 406mmx279mmx58mm	no.	LB-MB	1.00	
21-50-008	Provide and place elastomeric laminated rubber free bearings size 406mmx279mmx74mm	no.	LB-MB	1.00	

21-50-009	150 mm diameter PVC service ducts (each 6.0 m long) on deck	m	LB-MB	1.00	
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21-50-019	Carry out bridge site investigation including foundation drilling on each bridge site	No.	LB-MB	1.00	
21-50-020	Carryout plate bearing test at the abutments	No	LB-MB	1.00	
21-50-024	Provide and place fixed elastomeric laminated rubber bearing of size 279*229*39 mm. Include the 32 mm dowel and cap for fixing and seats using 2:1 sand/cement mortar as specified.	No	LB-MB	1.00	
21-50-025	Provide and place fixed elastomeric laminated rubber bearings of size 406mmx279mm x58mm at bridge piers. Include the 32mm dowel and cap and casting the bearing seats using 2:1 sand cement mortar as specified.	No.	LB-MB	1.00	
21-50-030	Provide and place High yield steel over 16mm diameter size.	Ton	LB-MB	1.00	

21-50-031	Provide and place High yield steel up to and including 16mm diameter.	Ton	LB-MB	1.00	
21-50-032	Provide and place Mild steel over 16mm diameter size.	Ton	LB-MB	1.00	
21-50-033	Provide and place Mild steel Up to and including 16mm diameter.	Ton	LB-MB	1.00	
21-50-035	Provide 100m UPVC sleeves within the kerb for passage of services	No.	LB-MB	1.00	
21-50-036	Provide and apply polystyrene filler or equivalent to expansion joints.	m	LB-MB	1.00	
21-50-038	Provide and fix "thioflex 600" expandite or equivalent sealant on all sides of concrete hinges as specified.	m	LB-MB	1.00	
21-50-039	Provide and fix "thioflex 600"expandite or equivalent sealant on all sides of concrete joints as specified.	m	LB-MB	1.00	
21-50-040	Provide and fix 76.1 mm Dia drain pipe to deck slab (each 375 mm long)	No.	LB-MB	1.00	
21-50-041	Provide and fix 88.9 mm diameter upvc pipes (each 785 mm long) to form weepholes in structure, include for filter fabric at inlet	No.	LB-MB	1.00	

21-50-042	Provide and fix guard rails to bridges as shown on the drwg and as directed by the engineer.	m	LB-MB	1.00	
21-50-043	Provide and fix pipe handrails to bridges as shown on the drawings and as directed by the engineer.	m	LB-MB	1.00	
21-50-044	Provide and install 406 x 356 x 32 Elastomeric Laminated Bearing (Code 541), Free type.	No.	LB-MB	1.00	
21-50-046	Provide and install bituminous felt bearings as shown in the drawings.	No	LB-MB	1.00	
21-50-047	Provide and install free elastomeric laminated rubber bearings of size 297mmx229mm x39mm on bridge piers and abutments as specified	No	LB-MB	1.00	
21-50-048	provide and install in position 200mm diameter service duct in plastic pipe	m	LB-MB	1.00	
21-50-049	Provide and install vertical joint sealant for bridges at Nairobi River crossings at Km 0+752-Lusoi and Km 0+564-Munyu and Tigithi Bridge at Km 0+960 as shown in drawings.	M	LB-MB	1.00	

21-50-050	Provide and intall in position 75mm diameter and 300mm long plastic pipes through deck slab to provide drainage of the deck.	No	LB-MB	1.00	
21-50-051	Provide and place a 0.5m wide drainage layer of class 14/20 mm to structural concrete in contact with fill material.	M ³	LB-MB	1.00	
21-50-052	Provide and place bitumen emulsion or cut back bitumen/rubber latexemulsion to all structural concrete	M ²	LB-MB	1.00	
21-50-053	provide and place bitumen emulsion or cutback bitumen to all structural concrete in contact with fill or cut soil	M ²	LB-MB	1.00	
21-50-054	provide and place galvanized flexi beam guardrails including end pieces, nuts and bolts along bridge approaches	m	LB-MB	1.00	
21-50-055	Provide and place into position galvanised flexi-beam guardrails including end pieces, nuts and bolts along the approaches to culverts as per	M	LB-MB	1.00	
21-50-057	provide and place into position handrails along the edge of the carriage way	m	LB-MB	1.00	

21-50-058	Provide and place into position handrails along the edge of the carriageway as per drawings and as instructed by the Engineer.	M	LB-MB	1.00	
21-50-059	Provide and place into position handrails to kerbs of bridge deck & ramps as shown on the drawing and as directed by the Engineer.	M	LB-MB	1.00	
21-50-060	provide asnd place 0.5m wide drainage layer of class 15/20mm to structural concrete	M ³	LB-MB	1.00	
21-50-061	Providing and placing bitumen emulsion or cutback bitumen or bitumen/rubber latex emulsion to all structural concrete in contact with fill material or cut soil.	M ²	LB-MB	1.00	
21-50-062	Rock fill to Gabions around structures	M ³	LB-MB	1.00	
21-50-063	Provide and place Shuttering Timber Class F1 finish	M ³	LB-MB	1.00	
21-50-064	Provide and place Shuttering Timber Class F3 finish	M ³	LB-MB	1.00	
21-50-067	Provide and install vertical joint scalant for bridges	m	LB-MB	1.00	
21-50-068	Provide and place fixed elastomeric laminated rubber bearings of size 406mmx279mm x58mm at bridge piers. Include the 32mm dowel and cap and casting the bearing seats using 2:1 sand cement mortar as specified.	No.	LB-MB	1.00	

21-50-069	Provide and fix "thioflex 600" expandite or equivalent sealant on all sides of concrete hinges as specified.	m	LB-MB	1.00	
21-50-071	Provide 100m UPVC sleeves within the kerb for passage of services	No.	LB-MB	1.00	
21-50-073	Two coat bituminous coating to all concrete below ground level	M ²	LB-MB	1.00	
21-50-075	Provide and fix "thioflex 600" expandite or equivalent sealant on all sides of concrete hinges as specified.	m	LB-MB	1.00	
21-60-001	Bridge Painting	M ²	LB	1.00	
21-60-002	Water proofing to structures: Providing and placing bitumen emulsion or cutback bitumen/rubber latex emulsion to all structural concrete in contact with fill material or cut soil	M ²	LB	1.00	

21-60-003	Bridge bearing: Providing and installing PSC fressynet laminated elastomeric bearings or similar approved as per the drawings	NO	LB	1.00	
21-60-003a	As in 21-60-003 but Fixed type 406x356x35mm	No	LB-MB	1.00	
21-60-003b	As in 21-60-003 but Free type 406x356x35mm	No	LB-MB	1.00	
21-60-003c	As in 21-60-003 but Free type 279x229x39mm	No	LB-MB	1.00	
21-60-003d	As in 21-60-003 but Free type 279x229x39mm	No		1.00	
21-60-004	Movement joints and sealants	KS	LB	1.00	

21-60-010	Repair cracks in existing bridges as directed by the Engineer	M	LB-MB	1.00	
21-60-011	provide all materials for joint and place 25mm thick bituminous felt at both interface of beams and abutements, piers as well as interface of deck slab	M ³	LB-MB	1.00	
21-60-012	provide all materials for joint and place 25mm thick flexcell filter	M ²	LB-MB	1.00	
21-60-013	Provide and fix 75mm Diameter uPVC pipes to form weepholes in structure, include for filter fabric at inlet	NO.	LB-MB	1.00	
21-60-014	Provide and fix 75mm Diameter drain pipe to deck slab	NO.	LB-MB	1.00	
21-60-015	Provide and fix 100mm dia PVC service ducts on deck	NO.	LB-MB	1.00	
21-60-017	Provide and fix 75mm Diameter uPVC pipes to form weepholes in structure, include for filter fabric at inlet	no.		1.00	
21-60-018	Provide and fix 75mm Diameter drain pipe to deck slab	no.		1.00	
21-60-020	Weep holes 75 mm dia	No.		1.00	
21-60-021	Weep holes 100 mm dia	No		1.00	
21-60-022	Joints and flexcell sealants or similar approved filler as shown on the drawing	M ²		1.00	
21-60-023	Movements joints at abutments including dowels	M		1.00	
21-60-024	Drip 25 mm in deck soft steel	M		1.00	

21-60-025	Paraseal or similar approved cold poured polysulphide sealant	M		1.00	
Activity Group:- DAYWORKS					
Bill No. 22					
22-50-001	Support Staff	PD		1.00	

22-50-002	Unskilled Labour	PD	LB-MB	1.00	
22-50-003	Watchmen	PD	LB-MB	1.00	
22-50-004	Artisans Grade I	PD	LB-MB	1.00	
22-50-005	Artisans Grade II	PD	LB-MB	1.00	
22-50-006	Artisans Grade III	PD	LB-MB	1.00	
22-50-007	Skilled Labour : Overseer	PD	LB-MB	1.00	
22-50-008	Skilled Labour : Inspector	PD	LB-MB	1.00	
22-50-009	Unskilled Labour - male	day	LB-MB	1.00	
22-50-010	Unskilled Labour - Female	day	LB-MB	1.00	
22-50-011	Mason Grade II	day	LB-MB	1.00	
22-50-012	Carpenter Grade II	day	LB-MB	1.00	
22-50-013	Overseer	day	LB-MB	1.00	
22-50-014	Inspector	day	LB-MB	1.00	
22-50-015	Driver Asistant (Turn boy)	day	LB-MB	1.00	
22-50-016	Store keeper	day	LB-MB	1.00	
22-50-017	Foreman	day	LB-MB	1.00	
22-50-018	Assistant Engineer	day	LB-MB	1.00	
22-50-019	High yield steel over 16mm dia size	Tonne	LB-MB	1.00	

22-50-020	0.5m3 excavator with loader	hr	LB-MB	1.00	
22-50-021	0.75 to 1 tonne capacity pick up	hr	LB-MB	1.00	
22-50-022	10 tonne tipper lorry	hr	LB-MB	1.00	
22-50-023	10/14 nominal size stone chips for bituminous surface dressing	M ³	LB-MB	1.00	
22-50-024	10 tonne lorry	hr	LB-MB	1.00	

22-50-025	3 tonne lorry	hr	LB-MB	1.00	
22-50-026	3/6 nominal size stone chips for bituminous surface dressing	M ³	LB-MB	1.00	
22-50-027	5 tonne lorry	hr	LB-MB	1.00	
22-50-028	50mm delivery water pump and motor	hr	LB-MB	1.00	
22-50-029	60/70 penetration bitumen	L	LB-MB	1.00	
22-50-030	600mm ID concrete pipes	m	LB-MB	1.00	
22-50-031	621 self propelled scrapper or equivalent	hr	LB-MB	1.00	
22-50-032	6-8 tonne wheel roller	hr	LB-MB	1.00	
22-50-033	7 tonne lorry	hr	LB-MB	1.00	
22-50-034	80/100 penetration grade bitumen	L	LB-MB	1.00	
22-50-035	955vWheeled front loader or equivalent	hr	LB-MB	1.00	
22-50-036	a-Bitumen- 80/100 pen grade bitumen	L	LB-MB	1.00	
22-50-037	Aggregates for concrete - Sand	T	LB-MB	1.00	
22-50-038	Aggregates for concrete - coarse (nominal size 10-20)	T	LB-MB	1.00	
22-50-039	Agriculture tractor	hr	LB-MB	1.00	
22-50-040	Artisan	hr	LB-MB	1.00	

22-50-041	As for 22.54 but for 13500L capacity	hr	LB-MB	1.00	
22-50-042	As for 22.54 but for 9000L capacity	hr	LB-MB	1.00	
22-50-043	As for item 22.12 but 13.8m3 capacity	Hr	LB-MB	1.00	
22-50-044	As for item 22.12 but 9.2m3 capacity	hr	LB-MB	1.00	
22-50-045	As for item 22.12 but for 13.8m3 capacity	Hr	LB-MB	1.00	
22-50-046	As for item 22.18 but cat D14 or equivalent	Hr	LB-MB	1.00	
22-50-047	As for item 22.29 but 1.0 m3	hr	LB-MB	1.00	

22-50-048	As for item 22.44 but capacity greater than 60m3	hr	LB-MB	1.00	
22-50-049	As for item 22.47 but 75mm	hr	LB-MB	1.00	
22-50-050	As for item 22.59 but 4,500litre capacity.	hr	LB-MB	1.00	
22-50-051	As item 22.54 but 13,500 litre capacity	hr	LB-MB	1.00	
22-50-052	As item 22.54 but 9000 litre capacity	hr	LB-MB	1.00	
22-50-053	bitumen and emulsions 80/100	litres	LB-MB	1.00	
22-50-054	Bitumen and emulsions -bitumen cut-back MC70	litre	LB-MB	1.00	
22-50-055	bitumen and emulsions MC 70	litres	LB-MB	1.00	
22-50-056	Bitumen and emulsions: a-MC -70	Ltrs	LB-MB	1.00	
22-50-057	Bitumen cutback MC 3000	L	LB-MB	1.00	
22-50-058	Bitumen cutback MC-30	L	LB-MB	1.00	
22-50-059	Bolt fasteners of any size	No.	LB-MB	1.00	
22-50-060	Broken stone for filling gabion boxes or for stone pitching	M ³	LB-MB	1.00	
22-50-061	Bucket shovel	hr	LB-MB	1.00	

22-50-062	bucket shovel RB 19 or equivalent	Hr	LB-MB	1.00	
22-50-063	c- Plant operator	Hr	LB-MB	1.00	
22-50-064	Chippings- fine aggregate (building sand)	M ³	LB-MB	1.00	
22-50-065	Class 2 nominal size chippings - 6/10mm	M ³	LB-MB	1.00	
22-50-066	Class 2 nominal size chippings - 10/14mm	M ³	LB-MB	1.00	
22-50-067	Coarse aggregate for max size 20mm	M ³	LB-MB	1.00	
22-50-068	Coarse aggregate for max size 40mm	M ³	LB-MB	1.00	
22-50-069	Coarse aggregates for concrete maximum 20mm	M ³	LB-MB	1.00	
22-50-070	Compressor of capacity 60m ³ per min complete with all tool,hoses,steels etc	Hr	LB-MB	1.00	

22-50-071	Compressor rated by normal delivery of free air per min at about 7kg/cm ² ,complete with all tools,hoses,steel etc: a-6.0-7.4m ³ /min	Hr	LB-MB	1.00	
22-50-072	Compressor rated by normal delivery of free air per min at about 7kg/cm ² ,complete with all tools,hoses,steel etc: b-7.5-19.7m ³ /min	Hr	LB-MB	1.00	
22-50-073	Concrete mixer 0.7m ³	Hr	LB-MB	1.00	
22-50-074	Concrete mixer 200/140	hr	LB-MB	1.00	
22-50-075	Concrete mixer 400/280	Hr	LB-MB	1.00	
22-50-076	Concrete mixers(wet capacity): a-upto 100 litres	Hr	LB-MB	1.00	
22-50-077	Concrete mixers(wet capacity): b-151-200 litres	Hr	LB-MB	1.00	
22-50-078	Crane 30 ton	Hr	LB-MB	1.00	
22-50-079	Cranes,mobile rubber tyred,rough terrain type of 23.0-40.0t max working load	Hr	LB-MB	1.00	
22-50-080	Cranes;excavator cranes,tracked wheels-20-28t working load	Hr	LB-MB	1.00	
22-50-081	Cranes;excavator cranes,tracked wheels-28.1 - 36.0t working load	Hr	LB-MB	1.00	

22-50-082	Craw loaders: a-0.8-1.3m ³ SAE rated capacity	Hr	LB-MB	1.00	
22-50-083	Craw loaders: b-1.31-1.90m ³ SAE rated capacity	Hr	LB-MB	1.00	
22-50-084	Craw loaders: c-3.41-5.35m ³ SAE rated capacity	Hr	LB-MB	1.00	
22-50-085	Crawler dozer with hydraulic attachments - 186kw-250kw rated flywheel power	Hr	LB-MB	1.00	
22-50-086	Crawler loader -0.8-1.3m ³ SAE rated capacity	Hr	LB-MB	1.00	
22-50-087	d -Bitumen- 60/70 pen bitumen	L	LB-MB	1.00	
22-50-088	d- Driver	Hr	LB-MB	1.00	
22-50-089	D7 tractor or equivalent with PCU	Hr	LB-MB	1.00	
22-50-090	Detonating relay	No.	LB-MB	1.00	
22-50-091	Detonators	no.	LB-MB	1.00	
22-50-092	Dozer attached for item 22.06	Hr	LB-MB	1.00	

22-50-093	Dozer attachment for item 22.09	Hr	LB-MB	1.00	
22-50-094	Dozer attachment for item 22.01	Hr	LB-MB	1.00	
22-50-095	Dozer attachment for item 22.03	Hr	LB-MB	1.00	
22-50-096	Dozer attachment for item 22.06	Hr	LB-MB	1.00	
22-50-097	Dozer attachment for item 22.09	Hr	LB-MB	1.00	
22-50-098	Dozer attachment for item no. 22.01	hr	LB-MB	1.00	
22-50-099	Dozer attachment for item no. 22.03	hr	LB-MB	1.00	
22-50-100	Dragline shovel RB 10 or equivalent	hr	LB-MB	1.00	
22-50-101	Drawn vibrating roller	hr	LB-MB	1.00	
22-50-102	Dynamite stic explosive	kg	LB-MB	1.00	

22-50-103	Dynamite stick explosives	kg	LB-MB	1.00	
22-50-104	Excavator - hydraulic crawler or wheel mounted,full circles slew(back actor): a- 14.017.0 t nominal weight machine	Hr	LB-MB	1.00	
22-50-105	Excavators - hydraulic wheeled dual purpose(backhoe loader): a- 0.6-0.8m3 rated bucket capacity	Hr	LB-MB	1.00	
22-50-106	Excavators - hydraulic wheeled dual purpose(backhoe loader): b-0.8-1.0m3 rated bucket capacity	Hr	LB-MB	1.00	
22-50-107	Excavators;hydraulic crawler or wheel mounted full circle slew 14 - 17t nominal weight of the machine	Hr	LB-MB	1.00	
22-50-108	Excavators;hydraulic wheeled dual purpose (backhoe/loader) 0.81 - 1.0m3 rated bucket capacity	Hr	LB-MB	1.00	
22-50-109	Explosive detonators	No.	LB-MB	1.00	
22-50-110	Explosive fuse	M	LB-MB	1.00	
22-50-111	f-Site Surveyor	Hr	LB-MB	1.00	
22-50-112	Gabion mesh	M ²	LB-MB	1.00	
22-50-113	Gabion box 2 x 1 x 1m	M ³	LB-MB	1.00	

22-50-114	Gabion mesh	M ²	LB-MB	1.00	
22-50-115	Gabion Mesh (2.0 x 1.0 x 1.0m)	M ³	LB-MB	1.00	
22-50-116	Gabion mesh 2.0x1.0x1.0m	M ²	LB-MB	1.00	
22-50-117	Guardrails	m	LB-MB	1.00	
22-50-118	Hand compactor,whacker or equivalent	Hr	LB-MB	1.00	
22-50-119	Hand propelled vibrating roller (850kg)	Hr	LB-MB	1.00	
22-50-120	High yield steel up to and including 16mm diameter	ton.	LB-MB	1.00	
22-50-121	High Yield Steel (any diameter)	Ton	LB-MB	1.00	

22-50-122	High Yield Steel (any diameter 5-32mm)	tonne	LB-MB	1.00	
22-50-123	high yield steel <12mm dia	ton	LB-MB	1.00	
22-50-124	high yield steel >12mm dia	ton	LB-MB	1.00	
22-50-125	High yield steel over 16mm diameter size	ton.	LB-MB	1.00	
22-50-126	High yield Steel Reinforcement -Over 16mm diameter	t	LB-MB	1.00	
22-50-127	High yield Steel Reinforcement -Up to and including 16mm diameter	t	LB-MB	1.00	
22-50-128	High yield steel reinforcing bars in ant diameter	tonne	LB-MB	1.00	
22-50-129	high yield steel upto and including 16mm diameter	tonne	LB-MB	1.00	
22-50-130	High yield steel(any diameter from 5 - 25 mm)	Ton	LB-MB	1.00	
22-50-131	High yield steel: a-upto and including 16mm diameter	ton	LB-MB	1.00	
22-50-132	High yield steel: b- over 16mm diameter size	ton	LB-MB	1.00	
22-50-133	Hydrated lime	tonne	LB-MB	1.00	
22-50-134	Hydraulic ripper attached for item no. 22.03	hr	LB-MB	1.00	
22-50-135	Hydraulic ripper attached for item no. 22.07	hr	LB-MB	1.00	
22-50-136	Hydraulic ripper attachment for item 22.09	hr	LB-MB	1.00	

22-50-137	Hydraulic ripper attachment for item 22.06	Hr	LB-MB	1.00	
22-50-138	Lorries - ordinary: a-upto 7.5 tonnes gross vehicle weight	Hr	LB-MB	1.00	
22-50-139	Lorries - ordinary: b-7.6 -12.0t gross vehicle weight	Hr	LB-MB	1.00	
22-50-140	Lorries -Tipper: a-upto 11t gross vehicle weight	hr	LB-MB	1.00	
22-50-141	Lorries -Tipper: b- 11.1- 17.0 t gross vehicle weight	hr	LB-MB	1.00	
22-50-142	Lorries -Tipper: c- 17.1 - 25.5t gross vehicle weight	hr	LB-MB	1.00	

22-50-143	Mild steel up to and including 16mm diameter	ton.	LB-MB	1.00	
22-50-144	Mild steel (any diameter from 5.25mm)	tonne	LB-MB	1.00	
22-50-145	Mild steel over 16mm diameter size	ton.	LB-MB	1.00	
22-50-146	Mild steel: a-upto and including 16mm diameter	ton	LB-MB	1.00	
22-50-147	Mild steel: b- over 16mm diameter size	ton	LB-MB	1.00	
22-50-148	Mobile crane 5 tonne lifting capacity	hr	LB-MB	1.00	
22-50-149	Motor grader Cat D 12 or equivalent with scarifier	hr	LB-MB	1.00	
22-50-150	Motor grader with 121kw-160kw rated flywheel power	Hr	LB-MB	1.00	
22-50-151	Motor gradercomplete with scarifier: a- 80110kw rated flywheel power	Hr	LB-MB	1.00	
22-50-152	Motor gradercomplete with scarifier: b- 111 - 120 kw rated flywheel power	Hr	LB-MB	1.00	
22-50-153	Motor gradercomplete with scarifier: c- 121160kw rated flywheel power	Hr	LB-MB	1.00	
22-50-154	Motor graders 80-100kw rated flywheel power: a-136-185kw rated flywheel power	Hr	LB-MB	1.00	
22-50-155	Motor graders 80-100kw rated flywheel power: b-100-135kw rated flywheel power	Hr	LB-MB	1.00	
22-50-156	Motor graders 80-100kw rated flywheel power: c-100-135kw rated flywheel power	Hr	LB-MB	1.00	
22-50-157	Office Attendants and Chainmen	Hr	LB-MB	1.00	
22-50-158	Office attendants and Chainment	Hr	LB-MB	1.00	
22-50-159	Oil paint for metallic surfaces	Lts	LB-MB	1.00	

22-50-160	Pentolite stick explosise or equivalent	Kg	LB-MB	1.00	
22-50-161	Pipe hand rails	m	LB-MB	1.00	
22-50-162	Plant operator	Hr	LB-MB	1.00	
22-50-163	Pneumatic tyre rollers ,self-propelled -up to	Ton	LB-MB	1.00	

	1.0t per wheel				
22-50-164	Pressure bitumen distributor of 3000litre capacity	hr	LB-MB	1.00	
22-50-165	Pressure bitumen distributor: a -3500-4500 litre capacity	Hr	LB-MB	1.00	
22-50-166	Provide and erect permanent road signs	No.	LB-MB	1.00	
22-50-169	Provide and place new pre-cast guardrail posts including drilling for connecting	No.	LB-MB	1.00	
22-50-170	Provide reflectorized white paint and mark 0.2m wide marking for busbays	No.	LB-MB	1.00	
22-50-171	Provide reflectorized white paint and mark 0.4m wide marking for give way lines	No.	LB-MB	1.00	
22-50-172	Pumps (inclusive of all hoses) 76 - 101mm delivery	Hr	LB-MB	1.00	
22-50-173	Pumps(inclusive of all hoses): a-50-76mm delivery	Hr	LB-MB	1.00	
22-50-174	Pumps(inclusive of all hoses): b-77-101mm delivery	Hr	LB-MB	1.00	
22-50-175	Red oxide undercoat paint for metallic surface	Lts	LB-MB	1.00	
22-50-176	Reinforcing steel mesh in any size	tonne	LB-MB	1.00	
22-50-177	Rock fill to Gabions	M ³	LB-MB	1.00	
22-50-178	Rockfill for gabions	No.	LB-MB	1.00	
22-50-179	Rollers - Road deadweight(steel three wheel): a-6.1-8.5T unballasted weight	Hr	LB-MB	1.00	
22-50-180	Rollers - Road deadweight(steel three wheel): a-upto T unballasted weight	Hr	LB-MB	1.00	
22-50-181	Rollers - Road deadweight(steel three wheel): b-1.1-2.0T unballasted weight	Hr	LB-MB	1.00	
22-50-182	Rollers - Road deadweight(steel three wheel): b-8.6-10.5T unballasted weight	Hr	LB-MB	1.00	
22-50-183	Rollers - Towed vibratory including tractor: a- 6.5-8.5T unballasted weight	Hr	LB-MB	1.00	
22-50-184	Rollers - Towed vibratory including tractor: b- 8.9-11.7T unballasted weight	Hr	LB-MB	1.00	

22-50-185	Rollers - Vibratory pedestrian operated twin roller: a-651kg - 1.3 t unballasted weight	Hr	LB-MB	1.00	
22-50-186	Rollers - Vibratory single roll rubber tyred (steel three wheel): a-8.3-10.5 T Unballasted weight	Hr	LB-MB	1.00	
22-50-187	Rollers deadweight (3-wheel include .Tractory)-6.5t-8.8t unballasted weight	Hr	LB-MB	1.00	
22-50-188	Rollers deadweight (3-wheel include Tractor) - 8.9t-10.5t unballasted weight	Hr	LB-MB	1.00	
22-50-189	Rollers, towed vibratory including tractor - 8.9t-11.7t unballasted weight	Hr	LB-MB	1.00	
22-50-190	Rollers,vibratory single drum ,rubber tyred,self-propelled 8.3t - 10.5t unballasted weight	Hr	LB-MB	1.00	
22-50-191	scrapper	hr	LB-MB	1.00	
22-50-192	Scraper attachment 5.4m3 capacity	Hr	LB-MB	1.00	
22-50-193	Self-loading wheeled motor scrapper of: a-upto 16m3 heaped capacity	Hr	LB-MB	1.00	
22-50-194	Self-loading wheeled motor scrapper of: b-1726m3 heaped capacity	Hr	LB-MB	1.00	
22-50-195	Self-propelled water or fuel tanker 4500L min. capacity	hr	LB-MB	1.00	
22-50-196	Shovel Komatsu W90 or equivalent	Hr	LB-MB	1.00	
22-50-197	Shuttering Timber Class F1 finish	M ³	LB-MB	1.00	
22-50-198	Shuttering Timber Class F3 finish	M ³	LB-MB	1.00	
22-50-199	shuttering timber class F3 finish	M ²	LB-MB	1.00	
22-50-200	Shuttering timber class F3 Finish	M ²	LB-MB	1.00	
22-50-201	Shuttering: c- Class F3 finish	M ²	LB-MB	1.00	
22-50-202	site surveyor	hr	LB-MB	1.00	
22-50-203	Sludge pump(hand operated)	Hr	LB-MB	1.00	

22-50-204	Sludge pump(hand operated)	hr	LB-MB	1.00	
22-50-205	small hand propelled vibrating roller	Hr	LB-MB	1.00	
22-50-206	Tail gate chipping distributor for items 22.33,22.34, 22.35,22.36.	hr	LB-MB	1.00	

22-50-207	Tail gate chipping distributor for item 22.33,22.34,22.35 and 22.36	hr	LB-MB	1.00	
22-50-208	Tractors - Rubber tyred including trailer: a- 5076kw rated fly wheel power	Hr	LB-MB	1.00	
22-50-209	Twin vibratory beam	Hr	LB-MB	1.00	
22-50-210	Van,pickup or similar utility vehicle 1.1 - 2.6t carrying capacity	Hr	LB-MB	1.00	
22-50-211	Van,pick-up or similar utility vehicle: a- upto 10t carrying capacity	Hr	LB-MB	1.00	
22-50-212	Van,pick-up or similar utility vehicle: b- 1.11 - 2.66t carrying capacity	Hr	LB-MB	1.00	
22-50-213	Vibrating plate compactor	Hr	LB-MB	1.00	
22-50-214	Vibrating plate compactor	hr	LB-MB	1.00	
22-50-215	Vibrating plate compactor ,114kg - 200kg operating weight	Hr	LB-MB	1.00	
22-50-216	Vibratory Roller of 6.5 - 8.81 tonne unballasted weight	hr	LB-MB	1.00	
22-50-217	Vibratory Roller of Over 8.91 tonne unballasted weight	hr	LB-MB	1.00	
22-50-218	Water or fuel Tanker - self propelled: a- 3500 - 4550 litre capacity	Hr	LB-MB	1.00	
22-50-219	Water or fuel Tanker - self propelled: b- 45517000 litre capacity	Hr	LB-MB	1.00	
22-50-220	Water or fuel Tanker - self propelled: c- 7001 - 12000 litre capacity	Hr	LB-MB	1.00	
22-50-221	Water tanker,self propelled -3500 litres to 4550 litres capacity	Hr	LB-MB	1.00	
22-50-222	Welding rods of any gauge	No.	LB-MB	1.00	
22-50-223	Whacker hand vibrator or equivalent	Hr	LB-MB	1.00	
22-50-224	Whacker hand vibrator or equivalent.	hr	LB-MB	1.00	

22-50-225	Wheel loaders- 4 wheel drive,articulated: c- 3.41-5.35m ³ SAE rated capacity	Hr	LB-MB	1.00	
22-50-226	Wheel loaders, 4WD articulated but 3.41- 5.35m ³ SAE rated capacity	Hr	LB-MB	1.00	
22-50-227	working Ganger	Hr	LB-MB	1.00	
22-50-228	Artisan	hr.	LB-MB	1.00	
22-50-229	As for item 22.29 but 1.7m ³	Hr	LB-MB	1.00	

22-50-230	0.75 to 1 tonne delivery van	Hr	LB-MB	1.00	
22-50-240	Welding machine	hr	LB-MB	1.00	
22-50-241	Unskilled labour	Hr	LB-MB	1.00	
22-50-242	Artisan	Hr	LB-MB	1.00	
22-50-243	Watchman(all round surveillance)	Hr		1.00	
22-50-244	As for item 22.29 but 1.3 m ³	hr	LB-MB	1.00	
22-50-245	As for item 22.29 but 1.7 m ³	hr	LB-MB	1.00	
22-50-246	3 tonne tipper lorry.	hr	LB-MB	1.00	
22-50-247	0.75 to 1 tonne delivery van	hr	LB-MB	1.00	
22-50-248	Coarse aggregate for max size 40mm	M ³	LB-MB	1.00	
22-50-249	As for item 22.29 but 1.7m ³	Hr	LB-MB	1.00	
22-50-250	0.75 to 1 tonne delivery van	Hr	LB-MB	1.00	
22-60-001	Saloon : 1400 c.c	KM	LB-MB	1.00	
22-60-002	Saloon : 1600 c.c	KM	LB-MB	1.00	
22-60-003	Saloon : 1800 c.c	KM	LB-MB	1.00	
22-60-004	Saloon : 2000 c.c	KM	LB-MB	1.00	

22-60-005	Saloon (luxurious) : 2000 c.c	KM	LB-MB	1.00	
22-60-006	Saloon : 2400 c.c	KM	LB-MB	1.00	
22-60-007	Saloon (luxurious): 2400 c.c	KM	LB-MB	1.00	
22-60-008	Saloon : > 2400 c.c	KM	LB-MB	1.00	
22-60-009	Pick Up, 4x2 : 1 - 1.5 Tonnes	KM	LB-MB	1.00	
22-60-010	Pick Up, 4x4 : 1 - 1.5 Tonnes	KM	LB-MB	1.00	
22-60-011	4X4 Utility, SW (loaded): 1800 - 2000 c.c	KM	LB-MB	1.00	
22-60-012	4X4 Utility, SW (Average loaded):2000-3000 c.c	KM	LB-MB	1.00	

22-60-013	4X4 Utility, SW (Super loaded):2000-3000 c.c	KM	LB-MB	1.00	
22-60-014	Microbus : 14 - 18 passengers	KM	LB-MB	1.00	
22-60-015	Microbus : 25 - 30 passengers	KM	LB-MB	1.00	
22-60-016	Large bus : 55 - 62 passengers	KM	LB-MB	1.00	
22-60-017	Caravan : 2 Wheel	EH	LB-MB	1.00	
22-60-018	Caravan : 4 Wheel	EH	LB-MB	1.00	
22-60-019	1 ton Pickup Van	Hr	LB-MB	1.00	
22-61-001	Truck Flat bed : 2.5 - 5 Tonnes	KM	LB-MB	1.00	
22-61-002	Truck Flat bed : 5 - 7 Tonnes	KM	LB-MB	1.00	
22-61-003	Truck Flat bed : 7 - 8 Tonnes	KM	LB-MB	1.00	
22-61-004	Truck Flat bed : 8 - 12 Tonnes	KM	LB-MB	1.00	
22-61-005	Truck Flat bed : 15 Tonnes	KM	LB-MB	1.00	
22-61-006	Truck Flat bed : 20 Tonnes	KM	LB-MB	1.00	
22-61-007	Truck, Tipper : 5 - 7 Tonnes	KM	LB-MB	1.00	

22-61-008	Truck, Tipper : 12 Tonnes	KM	LB-MB	1.00	
22-61-009	Truck, Tipper : 15 Tonnes	KM	LB-MB	1.00	
22-61-010	Truck, Tipper : 20 Tonnes	KM	LB-MB	1.00	
22-61-011	Truck, Tipper : 25 Tonnes	KM	LB-MB	1.00	
22-61-012	Prime Mover (no attachment): 25 - 35 Tonnes	KM	LB-MB	1.00	
22-61-013	Prime Mover (no attachment): 25 - 35 Tonnes	KM	LB-MB	1.00	
22-61-014	Prime Mover (no attachment): 35 - 50 Tonnes	EH	LB-MB	1.00	
22-61-015	Prime Mover (no attachment): 35 - 50 Tonnes	KM	LB-MB	1.00	
22-61-016	Water Tanker : 5000 - 6000 Lt.	EH	LB-MB	1.00	
22-61-017	3.0 ton Truck - Flat bed	Hr	LB-MB	1.00	

22-61-018	5.0 ton Truck - Tipper	Hr	LB-MB	1.00	
22-61-019	7.0 ton Truck - Tipper	Hr	LB-MB	1.00	
22-62-014	Water Tanker : 5000 - 6000 Lt.	KM	LB-MB	1.00	
22-62-015	Water Tanker : 6000 - 8000 Lt.	EH	LB-MB	1.00	
22-62-016	Water Tanker : 6000 - 8000 Lt.	KM	LB-MB	1.00	
22-62-017	Trailer, Water/Fuel: 2000 - 2500 Lt.	EH	LB-MB	1.00	
22-62-018	Trailer, Water/Fuel: 3000 - 4500 Lt.	EH	LB-MB	1.00	
22-62-019	Trailer, Water/Fuel: 5000 - 6500 Lt.	EH	LB-MB	1.00	
22-62-020	Fuel Tanker : 5000 - 6000 Lt.	EH	LB-MB	1.00	
22-62-021	Fuel Tanker : 5000 - 6000 Lt.	KM	LB-MB	1.00	
22-62-022	Fuel Tanker : 6000 - 8000 Lt.	EH	LB-MB	1.00	
22-62-023	Fuel Tanker : 6000 - 8000 Lt.	KM	LB-MB	1.00	

22-62-024	Semi Trailer, Water: 35 - 50 Tonnes	EH	LB-MB	1.00	
22-62-025	Semi Trailer, Fuel : 35 - 50 Tonnes	EH	LB-MB	1.00	
22-62-026	Water Bowser Self propelled 5000lt	Hr	LB-MB	1.00	
22-62-027	Water Bowser - Tractor towed 5000lt	Hr	LB-MB	1.00	
22-63-001	Ag. Tractor (no implement): 4x2, 40HP	EH	LB-MB	1.00	
22-63-002	Ag. Tractor (no implement): 4x2, 50HP	EH	LB-MB	1.00	
22-63-003	Ag. Tractor (no implement): 4x2, 60HP	EH	LB-MB	1.00	
22-63-004	Ag. Tractor (no implement): 4x2, 70HP	EH	LB-MB	1.00	
22-63-005	Ag. Tractor (no implement): 4x4, 70HP	EH	LB-MB	1.00	
22-63-006	Ag. Tractor (no implement): 4x4, 80HP	EH	LB-MB	1.00	
22-63-007	Ag. Tractor (no implement): 4x4, 90HP	EH	LB-MB	1.00	
22-63-008	Crawler Tractor (e.g. D4/D5) : 90 - 100 HP	EH	LB-MB	1.00	

22-63-009	Crawler Tractor (e.g. D6) : 140 - 160 HP	EH	LB-MB	1.00	
22-63-010	Crawler Tractor (e.g. D7) : 200 - 220 HP	EH	LB-MB	1.00	
22-63-011	Crawler Tractor (e.g. D8) : 250 - 325 HP	EH	LB-MB	1.00	
22-63-012	Crawler Tractor (e.g. D9) : 400 - 450 HP	EH	LB-MB	1.00	
22-63-013	Motor Grader (e.g. CAT 112F): 100 - 130 HP	EH	LB-MB	1.00	
22-63-014	Motor Grader (e.g. CAT 120H): 131 - 155 HP	EH	LB-MB	1.00	
22-63-015	Motor Grader (e.g. CAT 140H): 156 - 200 HP	EH	LB-MB	1.00	
22-63-016	Front Wheel Loader, < 115 HP: 90 - 105 HP	EH	LB-MB	1.00	
22-63-017	Front Wheel Loader, : 105 - 125 HP	EH	LB-MB	1.00	
22-63-018	Loader + Backhoe : 140 HP	EH	LB-MB	1.00	

22-63-019	D4 - Dozer	Hr	LB-MB	1.00	
22-63-020	D6 - Dozer	Hr	LB-MB	1.00	
22-63-021	D8 - Dozer	Hr	LB-MB	1.00	
22-63-022	Wheel loader CAT 955 or Equivalent	Hr	LB-MB	1.00	
22-63-023	Motor Grader CAT 120 or Equivalent	Hr	LB-MB	1.00	
22-63-024	Grader - Tractor towed	Hr	LB-MB	1.00	
22-63-025	Tractor + Trailer (m³)	Hr	LB-MB	1.00	
22-64-001	Excavator : 140 HP	EH	LB-MB	1.00	
22-64-002	Pedestrian Roller : 700 - 1000 Kg.	EH	LB-MB	1.00	
22-64-003	Roller : 3 - 4 Tonnes	EH	LB-MB	1.00	
22-64-004	Double drum steel Vibrator roller: 9-10T, 100 HP	EH	LB-MB	1.00	
22-64-005	Single drum steel Vibrator roller: 9-10T, 130 HP	EH	LB-MB	1.00	
22-64-006	Pneumatic Roller: 10T, 130 HP	EH	LB-MB	1.00	
22-64-007	Towed Roller, steel wheel : 4 Tonnes	EH	LB-MB	1.00	

22-64-008	Dead weight Roller (6-8 tones) - Tractor towed	Hr	LB-MB	1.00	
22-65-001	Towed Roller, sheepfoot: 4 Tonnes	EH	LB-MB	1.00	
22-65-002	Concrete Mixer : 200 - 300 L	EH	LB-MB	1.00	
22-65-003	Concrete Mixer : 300 - 450 L	EH	LB-MB	1.00	
22-65-004	Generator Stat : 20 Kva	EH	LB-MB	1.00	
22-65-005	Generator Stat : 45 Kva	EH	LB-MB	1.00	
22-65-006	Generator Stat : 200 Kva	EH	LB-MB	1.00	
22-65-007	Air Compressor, 125 cfm : < 4250 LPM	EH	LB-MB	1.00	

22-65-008	Air Compressor, 175 cfm : > 4250 LPM	EH	LB-MB	1.00	
22-65-009	Concrete mixer - 200-300lts	Hr		1.00	
22-66-001	Road Marking Machine	EH	LB-MB	1.00	
22-66-002	Pump Water/Mud: 25 mm.	EH	LB-MB	1.00	
22-66-003	Pump Water/Mud: 50 mm.	EH	LB-MB	1.00	
22-67-001	Pump Water/Mud: 100 mm.	EH	LB-MB	1.00	
22-67-002	Bitumen H/Decanter : 2500 Lt.	EH	LB-MB	1.00	
22-67-003	Bitumen H/Decanter : 6500 Lt.	EH	LB-MB	1.00	
22-67-004	Bitumen H/Decanter : 8000 Lt.	EH	LB-MB	1.00	
22-67-005	Bitumen Sprayer H/Operated	EH	LB-MB	1.00	
22-67-006	Vibrator P/Tamper	EH	LB-MB	1.00	
22-67-007	Concrete P/vibrator	EH	LB-MB	1.00	
22-67-008	Road Broom	EH	LB-MB	1.00	
22-67-009	Chip Spreader	EH	LB-MB	1.00	
22-67-010	Concrete Screed Vibrator	EH	LB-MB	1.00	
22-67-011	Grass Cutter	EH	LB-MB	1.00	

22-67-012	Tractor implements (e.g. Plough)	EH	LB-MB	1.00	
22-67-013	Power saw	Hr		1.00	
22-67-014	Power saw	Hr		1.00	
22-68-001	Trailer, Non-tipping : 3 - 4 Tonnes	EH	LB-MB	1.00	
22-68-002	Trailer, Tipping : 3 - 4 Tonnes	EH	LB-MB	1.00	
22-68-003	Trailer, Lowbed : 20 - 35 tonnes	EH	LB-MB	1.00	

22-68-004	Trailer, Lowbed : 35 - 50 tonnes	EH	LB-MB	1.00	
22-68-005	Semi Trailer, F/Bed : 40 ft.	EH	LB-MB	1.00	
22-68-006	Semi Trailer, Dumper: 35 - 50 Tonnes	EH	LB-MB	1.00	
22-68-007	Drawbar Trailer : 15 - 20 Tonnes	EH	LB-MB	1.00	
22-69-001	Mobile Workshop : 8 Tonnes	KM	LB-MB	1.00	
22-69-002	Mobile Workshop : 8 Tonnes	EH	LB-MB	1.00	
22-69-003	Recovery Truck : 6 - 10 Tonnes	KM	LB-MB	1.00	
22-69-004	Recovery Truck : 6 - 10 Tonnes	EH	LB-MB	1.00	
22-69-005	Recovery (Truck) : 6 - 10 Tonnes	KM	LB-MB	1.00	
22-69-006	Recovery (Truck) : 6 - 10 Tonnes	EH	LB-MB	1.00	
22-69-007	Recovery (Utility) : 2500 - 4000 c.c.	KM	LB-MB	1.00	
22-69-008	Recovery (Utility) : 2500 - 4000 c.c.	EH	LB-MB	1.00	
22-69-009	T/Exhauster : 5000 - 6000 Lt.	EH	LB-MB	1.00	
22-70-001	Fine aggregates(sand)	M ³	LB-MB	1.00	
22-70-002	Fine aggregates(stone dust)	M ³	LB-MB	1.00	
22-70-003	Graded aggregates (ballast)	M ³	LB-MB	1.00	
22-70-004	Water	LT	LB-MB	1.00	
22-70-005	Cement (ordinary portland)	T	LB-MB	1.00	

22-70-006	Hydrated lime	KG	LB-MB	1.00	
22-70-007	Waterproof cement	KG	LB-MB	1.00	
22-70-008	Shuttering timber class F1 finish	M ²	LB-MB	1.00	

22-70-009	Shuttering timber class F2 finish	M ²	LB-MB	1.00	
22-70-010	Timber (wrot/ planed)	M ²	LB-MB	1.00	
22-70-011	Timber (unwrot/ unplanned)	M ³	LB-MB	1.00	
22-70-012a	Timber 4x2	m	LB-MB	1.00	
22-70-12b	Timber 6x2	m	LB-MB	1.00	
22-70-12c	Timber 6x1	m		1.00	
22-71-001	Round Bars 6mm	MT	LB-MB	1.00	
22-71-002	Round Bars 8mm	MT	LB-MB	1.00	
22-71-003	Round Bars 10mm	MT	LB-MB	1.00	
22-71-004	Round Bars 12mm	MT	LB-MB	1.00	
22-71-005	Round bars 16mm	MT	LB-MB	1.00	
22-71-006	Round bars 20mm	MT	LB-MB	1.00	
22-71-007	Round bars 25mm	MT	LB-MB	1.00	
22-71-008	Round bars 32mm	MT	LB-MB	1.00	
22-71-009	Round bars 40mm	MT	LB-MB	1.00	
22-71-010	Square twisted bars 8mm	MT	LB-MB	1.00	
22-71-011	Square twisted bars 10mm	MT	LB-MB	1.00	
22-71-012	Square twisted bars 12mm	MT	LB-MB	1.00	
22-71-013	Square twisted bars 16mm	MT	LB-MB	1.00	
22-71-014	Square twisted bars 20mm	MT	LB-MB	1.00	
22-71-015	Square twisted bars 25mm	MT	LB-MB	1.00	
22-71-016	Square twisted bars 32mm	MT	LB-MB	1.00	

22-71-017	Square twisted bars 40mm	MT	LB-MB	1.00	
22-71-018	Mild steel less than 16mm dia	Tonnes	LB-MB	1.00	
22-72-001	Precast concrete culvert - 300mm	MT	LB-MB	1.00	
22-72-002	Precast concrete culvert - 450mm	MT	LB-MB	1.00	
22-72-003	Precast concrete culvert - 600mm	MT	LB-MB	1.00	
22-72-004	Precast concrete culvert - 900mm	MT	LB-MB	1.00	
22-72-005	Precast concrete culvert - 1200mm	MT	LB-MB	1.00	
22-72-006	Culvert moulds 300 mm	NO	LB-MB	1.00	
22-72-007	Culvert moulds 450 mm	NO	LB-MB	1.00	
22-72-008	Culvert moulds 600 mm	NO	LB-MB	1.00	
22-72-009	Culvert moulds 900 mm	NO	LB-MB	1.00	
22-72-010	Culvert moulds 1200 mm	NO	LB-MB	1.00	
22-72-011	Concrete Block - 225x100x450mm	NO	LB-MB	1.00	
22-72-012	Concrete Block - 225x150x450mm	NO	LB-MB	1.00	
22-72-013	Concrete Block - 225x225x450mm	NO	LB-MB	1.00	
22-72-014	Natural stones 4" x 9" - dressed	MT	LB-MB	1.00	
22-72-015	Natural stones 6"x 9" - dressed	MT	LB-MB	1.00	
22-72-016	Natural stones 9" x 9" - dressed	MT	LB-MB	1.00	
22-72-017	Coarse aggregates(chippings) - 3/6mm	M ³	LB-MB	1.00	
22-72-018	Coarse aggregates(chippings) - 6/10mm	M ³	LB-MB	1.00	
22-72-019	Coarse aggregates(chippings) - 10/14mm	M ³	LB-MB	1.00	
22-72-020	Coarse aggregates(chippings) - 14/20mm	M ³	LB-MB	1.00	

22-72-021	Stone dust	M ³	LB-MB	1.00	
22-72-022	Gravel material (murram)	M ³	LB-MB	1.00	
22-72-023	Hardcore	M ³	LB-MB	1.00	
22-72-024	Crusher run material (Graded crushed stone)	M ³	LB-MB	1.00	
22-72-025	Quarry waste material	M ³	LB-MB	1.00	
22-73-001	Premix - AC Type II (hot)	M ³	LB-MB	1.00	
22-73-002	Premix - AC Type II (cold)	M ³	LB-MB	1.00	
22-73-003	Premix - AC Type I (cold)	M ³	LB-MB	1.00	
22-73-004	Premix - AC Type I (hot)	M ³	LB-MB	1.00	
22-73-005	Dense Bitumen Macadam	M ³	LB-MB	1.00	
22-73-006	Dense Emulsion Macadam	M ³	LB-MB	1.00	
22-73-007	Bituminous sealant	KG	LB-MB	1.00	
22-73-008	Bitumen K3	LT	LB-MB	1.00	
22-73-009	Bitumen A3	LT	LB-MB	1.00	
22-73-010	Bitumen K160	LT	LB-MB	1.00	
22-73-011	Bitumen K170	LT	LB-MB	1.00	
22-73-012	MC 30 Bitumen	LT	LB-MB	1.00	
22-73-013	MC 3000 Bitumen	LT	LB-MB	1.00	
22-73-014	80/100 Pen grade bitumen	LT	LB-MB	1.00	
22-74-001	Petrol regular	LT	LB-MB	1.00	
22-74-002	Petrol super	LT	LB-MB	1.00	
22-74-003	Diesel fuel	LT	LB-MB	1.00	

22-74-004	Kerosene	LT	LB-MB	1.00	
22-74-005	Oil lubricating No. 40	LT	LB-MB	1.00	
22-74-006	Oil lubricating No. 60	LT	LB-MB	1.00	

22-74-007	Oil lubricating No. 90	LT	LB-MB	1.00	
22-74-008	Oil lubricating No. 120	LT	LB-MB	1.00	
22-74-009	Oil lubricating No.140	LT	LB-MB	1.00	
22-74-010	Grease multipurpose	KG	LB-MB	1.00	
22-74-011	Brake fluid	LT	LB-MB	1.00	
22-74-012	Clutch fluid	LT	LB-MB	1.00	
22-74-013	Hydraulic oil	LT	LB-MB	1.00	
22-74-014	Firewood	KG	LB-MB	1.00	
22-74-015	Charcoal	KG	LB-MB	1.00	
22-75-001	G. C. I sheets gauge 26 - 2.0m	NO	LB-MB	1.00	
22-75-002	G. C. I. sheets gauge 26 - 2.5m	NO	LB-MB	1.00	
22-75-003	G. C. I sheets gauge 26 - 3.0m	NO	LB-MB	1.00	
22-75-004	G. C. I sheets gauge 28 - 2.0m	NO	LB-MB	1.00	
22-75-005	G. C. I. sheets gauge 28 - 2.5m	NO	LB-MB	1.00	
22-75-006	G. C. I sheets gauge 28 - 3.0m	NO	LB-MB	1.00	
22-75-007	G. C. I sheets gauge 30 - 2.0m	NO	LB-MB	1.00	
22-75-008	G. C. I. sheets gauge 30 - 2.5m	NO	LB-MB	1.00	
22-75-009	G. C. I sheets gauge 30 - 3.0m	NO	LB-MB	1.00	
22-75-010	G. C. I sheets gauge 32 - 2.0m	NO	LB-MB	1.00	

22-75-011	G. C. I. sheets gauge 32 - 2.5m	NO	LB-MB	1.00	
22-75-012	G. C. I sheets gauge 32 - 3.0m	NO	LB-MB	1.00	
22-75-013	G.C.I ridge caps gauge 26	MT	LB-MB	1.00	
22-75-014	G.C.I ridge caps gauge 28	MT	LB-MB	1.00	
22-75-015	G.C.I ridge caps gauge 30	MT	LB-MB	1.00	

22-75-016	Plain sheets gauge 28	M ²	LB-MB	1.00	
22-75-017	Plain sheets gauge 30	NO	LB-MB	1.00	
22-76-001	Brushes paint 2"	NO	LB-MB	1.00	
22-76-002	Brushes paint 3"	NO	LB-MB	1.00	
22-76-003	Brushes paint 4"	NO	LB-MB	1.00	
22-76-004	Brushes paint 5"	NO	LB-MB	1.00	
22-76-005	Brushes paint 6"	NO	LB-MB	1.00	
22-76-006	Nails ordinary wire 2"	KG	LB-MB	1.00	
22-76-007	Nails ordinary wire 3"	KG	LB-MB	1.00	
22-76-008	Nails ordinary wire 4"	KG	LB-MB	1.00	
22-76-009	Nails ordinary wire 5"	KG	LB-MB	1.00	
22-76-010	Nails ordinary wire 6"	KG	LB-MB	1.00	
22-76-011	Roofing nails	KG	LB-MB	1.00	
22-76-012	Mallet - 1 kg	NO	LB-MB	1.00	
22-76-013	Mallet - 2 kg	NO	LB-MB	1.00	
22-76-014	Mallet - 5 kg	NO	LB-MB	1.00	

22-76-015	Pick	NO	LB-MB	1.00	
22-76-016	Panga	NO	LB-MB	1.00	
22-76-017	Jembe	NO	LB-MB	1.00	
22-76-018	Shovel	NO	LB-MB	1.00	
22-76-019	Fork jembe	NO	LB-MB	1.00	
22-76-020	Garden rake	NO	LB-MB	1.00	
22-76-021	Axe	NO	LB-MB	1.00	

22-76-022	Hand saw 20"	NO	LB-MB	1.00	
22-76-023	Hand saw 24"	NO	LB-MB	1.00	
22-76-024	Jembe handle	NO	LB-MB	1.00	
22-76-025	Broom handle	KG	LB-MB	1.00	
22-76-026	Hose pipe rubber 0.5" (specifiy length)	NO	LB-MB	1.00	
22-76-027	Hose pipe rubber 3/4"	NO	LB-MB	1.00	
22-76-028	Hose pipe rubber 1"	NO	LB-MB	1.00	
22-76-029	Slashers	NO	LB-MB	1.00	
22-76-030	Drums empty 210 lts	NO	LB-MB	1.00	
22-76-031	Buckets metal 20 lts	NO	LB-MB	1.00	
22-76-032	Buckets plastic 20lts	NO	LB-MB	1.00	
22-76-033	Wheel barrow	NO	LB-MB	1.00	
22-76-034	Mops	NO	LB-MB	1.00	
22-76-035	Hard brooms	NO	LB-MB	1.00	

22-76-036	Soft brooms	NO	LB-MB	1.00	
22-77-001	Mesh wire 8_ x 4_ gauge 24	NO	LB-MB	1.00	
22-77-002	Mesh wire 8_ x 4_ gauge 18	NO	LB-MB	1.00	
22-77-003	Weldmesh BRC A65	M ²	LB-MB	1.00	
22-77-004	Weldmesh BRC A98	M ²	LB-MB	1.00	
22-77-005	Weldmesh BRC A142	M ²	LB-MB	1.00	
22-77-006	Binding wire	KG	LB-MB	1.00	
22-77-007	Hoop iron	KG	LB-MB	1.00	
22-77-008	Chain link wire 4ft - roll (specify length)	NO	LB-MB	1.00	

22-77-009	Chain link wire 5ft - roll	NO	LB-MB	1.00	
22-77-010	Chain link wire 6ft - roll	NO	LB-MB	1.00	
22-77-011	Chain link wire 8ft - roll	NO	LB-MB	1.00	
22-77-012	Fencing wire barbed G. 16 - roll	NO	LB-MB	1.00	
22-77-013	Rockfil	m ³	LB-MB	1.00	
22-78-001	Mortise lock 2 lever	NO	LB-MB	1.00	
22-78-002	Mortise lock 3 lever	NO	LB-MB	1.00	
22-78-003	Plywood 8_ x 4_ x 1/4__	NO	LB-MB	1.00	
22-78-004	Plywood 8_ x 4_ x 1/2__	NO	LB-MB	1.00	
22-78-005	Hard board 8_ x 4_ x 1/2__	NO	LB-MB	1.00	
22-78-006	Hard board 8_ x 4_ x 1__	NO	LB-MB	1.00	
22-78-007	DPC dump proof course - 100mm wide	NO	LB-MB	1.00	

22-78-008	DPC dump proof course - 150mm wide	NO	LB-MB	1.00	
22-78-009	DPC dump proof course - 200mm wide	NO	LB-MB	1.00	
22-79-001	Boss white	KG	LB-MB	1.00	
22-79-002	White wash	KG	LB-MB	1.00	
22-79-003	Sisal twine	RL	LB-MB	1.00	
22-79-004	Road marking paint yellow	LT	LB-MB	1.00	
22-79-005	Road marking paint white	LT	LB-MB	1.00	
22-79-006	Thermoplastic paint yellow	LT	LB-MB	1.00	
22-79-007	Thermoplastic paint white	LT	LB-MB	1.00	
22-79-008	Guard Rails	MT	LB-MB	1.00	
22-79-009	Guard rail bolts and nuts	NO	LB-MB	1.00	

22-79-010	guardrail post (concrete)	NO	LB-MB	1.00	
22-79-011	guardrail post (steel)	NO	LB-MB	1.00	
22-79-012	guardrail post (wooden)	NO	LB-MB	1.00	
22-79-013	Reflective _cat_ eyes	NO	LB-MB	1.00	
22-79-014	Scotchlite:reflective adh. mat. white-2x50yd	RL	LB-MB	1.00	
22-79-015	Scotchlite:reflective adh.Mat.yellow-2x50yd	RL	LB-MB	1.00	
22-79-016	Reflective mark posts	NO	LB-MB	1.00	
22-79-017	Road safety cones 1m 0.5m	NO	LB-MB	1.00	
22-79-018	Road safety barriers 2m	NO	LB-MB	1.00	
22-80-001	Crawler dozers with dozers and hydraulic attachment (a) 100 - 135kw rated flywheeled power	Hr	LB-MB	1.00	

22-80-002	Crawler dozers with dozers and hydraulic attachment (a) 136 - 185kw rated flywheeled power	Hr	LB-MB	1.00	
22-80-003	Self-loading wheeled motor scraper of: (a) up to 15m3 buck capacity	Hr	LB-MB	1.00	
22-80-004	Self-loading wheeled motor scraper of: (a) up to 25m3 buck capacity	Hr	LB-MB	1.00	
22-80-005	Motor Graders (a) 80 - 110kw rated flywheeled power	Hr	LB-MB	1.00	
22-80-006	Motor Graders (b) 111 - 150kw rated flywheeled power	Hr	LB-MB	1.00	
22-80-007	Roller: pneumatic tyred, self propelled of 1-2 tonne per wheel	Hr	LB-MB	1.00	
22-80-008	Vibratory compactor, smooth drum, with a flywheel of about 77kw capable of generating a centrifugal force of upto 112KN at 30Hz	Hr	LB-MB	1.00	
22-80-009	Self propelled vibratory roller of 650-1000kg unballasted weight	Hr	LB-MB	1.00	
22-80-010	Sheeps foot roller of heavy grid roller self propelled	Hr	LB-MB	1.00	
22-80-011	Compressor rated by normal delivery of free air per min. at about 7kg/cm2 capable of 70m3 of air per min.	Hr	LB-MB	1.00	
22-80-012	Small dumpers, 750 - 1000kg rated payload	Hr	LB-MB	1.00	

22-80-013	Dual purpose hydraulic excavator (with a back hoe/loader) and a rated bucket capacity of up to 1m3	Hr	LB-MB	1.00	
22-80-014	Wheel loader 4WD, articulated: (a) 1.5 - 2.0m3 SAE rated bucket capacity	Hr	LB-MB	1.00	
22-80-015	Wheel loader 4WD, articulated: (a) 2.1 - 3.4m3 SAE rated bucket capacity	Hr	LB-MB	1.00	
22-80-016	Pump (inclusive of all houses) and 50mm delivery	Hr	LB-MB	1.00	
22-80-017	Crawler loader 4WD, articulated: (a) 1.5 - 2.0m3 SAE rated bucket capacity	Hr	LB-MB	1.00	
22-80-018	Crawler loader 4WD, articulated: (a) 2.1 - 3.4m3 SAE rated bucket capacity	Hr	LB-MB	1.00	
22-80-019	Concrete mixer of 0.2 - 0.3m3 (wet capacity)	Hr	LB-MB	1.00	
22-80-020	Poker vibrator for concrete diesel	Hr	LB-MB	1.00	

22-80-021	Ordinary flat bed lorry, 8-15 ton gross vehicle wt	Hr	LB-MB	1.00	
22-80-022	Tip (drum) truck (a) 10-15 tonne gross weight	Hr	LB-MB	1.00	
22-80-023	Tip (drum) truck (a) 16-25 tonne gross weight	Hr	LB-MB	1.00	
22-80-024	pick up 1 tonne gross weight of up to 1 tonne carrying capacity	Hr	LB-MB	1.00	
22-80-025	Water tanker/bowser self propelled 500010000 lts capacity	Hr	LB-MB	1.00	
22-80-026	Pressure bitumen distributor, 4000 - 9000 lts capacity	Hr	LB-MB	1.00	
22-80-027	Mechanical broom	Hr	LB-MB	1.00	
22-80-028	Mechanical bitumen hand spray unit	Hr	LB-MB	1.00	
22-80-029	Self propelled chip spreader or equivalent approved	Hr	LB-MB	1.00	
22-90-001	Carpenter/Mason	Hr	LB-MB	1.00	
22-90-002	Blaster or certified explosive handler)	Hr	LB-MB	1.00	
22-90-004	Allow provisional sum	LS		1.00	
22-90-005	Crushing sub base material	M ²		1.00	
22-90-006	Drilling holes	No		1.00	
22-90-007	15 tonne pneumatic self propelled roller	Hrs		1.00	

22-90-008	16 - 18 tonne smooth wheel roller	Hrs		1.00	
22-90-009	10-12 tonne smooth wheel roller	Hrs		1.00	
22-90-010	Small hand propelled vibrating roller	Hrs		1.00	
22-90-011	1.3m ³ traxcavator with loader attachments	Hrs		1.00	
22-90-012	1.1 m ³ traxcavator with loader attachments	Hrs		1.00	
22-90-013	0.6 m ³ traxcavator with loader attachments	Hrs		1.00	
22-90-014	50-75mm delivery water pump and motor	Hrs		1.00	

22-90-015	Pressure bitumen distributor 3000 litres capacity	Hrs		1.00	
22-90-016	Pulverised mixer	Hrs		1.00	
22-90-017	Paver	Hrs		1.00	
22-90-018	Coarse aggregate for concrete maximum size 40mm	M ³		1.00	
22-90-019	Timbering for trenches	M ³		1.00	
22-90-020	Sand in surface dressing	M ³		1.00	
22-90-021	Concrete mixer 10.7	Hrs		1.00	
22-90-022	Sand in surface dressing	M ³		1.00	
22-90-023	Concrete mixer (wet capacity) a) Up to 100 litres	Hrs		1.00	
22-90-024	Lorries - ordinary a) upto 7.5 t gross vehicles weight.	Hrs		1.00	
22-90-025	Lorries - ordinary b) 7.6 t - 12.0 gross vehicles weight.	Hrs		1.00	
22-90-026	Van, pickup or similar utility vehicles b) 1.1t2.6t carrying capacity.	Hrs		1.00	
22-90-027	Pressure bitumen distributor a) 3500-4500 litre capacity.	Hrs		1.00	
22-90-028	Mild steel over 16mm size	ton		1.00	
22-90-029	Labour c) Plant operator	Hrs		1.00	
22-90-030	Labour d) Driver	Hrs		1.00	
22-90-031	Labour e) Foreman.	Hrs		1.00	

22-90-032	Labour f) Site surveyor.	Hrs		1.00	
22-90-033	shuttering timber c) Class F3 finish	ton		1.00	
22-90-034	High yield steel a) Upto and including 16 mm diameter.	ton		1.00	
22-90-035	High yield steel b) Over 16mm diameter size.	ton		1.00	

22-90-036	Bitumen and Emulsions a) MC - 70	ltrs		1.00	
22-90-037	Pentolite stick explosive or equivalent	kg		1.00	
22-90-038	Explosive fuse	M		1.00	
22-90-039	Detonating relay	No		1.00	
22-90-040	Crawler dozers with hydraulic ripper attachments c) 186 - 250 kW rated flywheel power.	hr		1.00	
22-90-041	Rollers - towed vibratory including tractor b) 6.5 - 8.8 t un-ballasted weight.	hr		1.00	
22-90-042	Rollers - towed vibratory including tractor a) 8.9 - 11.7 t unballasted weight.	hr		1.00	
22-90-043	Rollers - road deadweight steel three wheel a) 6.1 t-8.5 t unbalasted weight	hr		1.00	
22-90-044	Rollers - road deadweight steel three wheel b) 8.6 - 10.5 t unbalasted weight.	hr		1.00	
22-90-045	Rollers-vibratory single Roll rubber tyred a) 8.3t-10.5t unballasted weight.	hr		1.00	
22-90-046	Rollers-Vibratory Pedestrian Operated Twin Roller a) 651 kg-1.3t unballasted weight.	hr		1.00	
22-90-047	Vibrating plate compactor a) 114kg-200kg operating weight	hr		1.00	
22-90-048	wheel loaders -4 wheel drive, articulated; c) 3.41-5.35m ³ SAE rated capacity	hr		1.00	
22-90-049	Lorries tippers b) 11.1 -17.0 t gross vehicle weight.	hr		1.00	
22-90-050	Lorries tippers c) 17.1 -25.5 t gross vehicle weight.	hr		1.00	
Activity Group:- PAVED SURFACES					
Bill No. 23					
23-50-001	Provide and install 200mmx100mmx80mm precast Concrete paving block	M ²	LB-MB	1.00	
23-50-001a	Provide and install 200mmx100mmx80mm colored precast Concrete paving block	M ²	LB-MB	1.00	
23-50-002	Provide and install 200mmx100mmx60mm precast Concrete paving block	M ²	LB-MB	1.00	

23-50-002a	Provide and install 200mmx100mmx60mm colored precast Concrete paving block	M ²	LB-MB	1.00	
23-50-003	Provide and install Dressed natural stone pavement	M ²	LB	1.00	
23-50-004	Provide and install precast concrete Paving slabs pavement 600mmx600mmx50mm	M ²	LB	1.00	
23-50-005	Provide and Place 50mm thk. Sand for precast concrete paving block and slab bases	M ²	LB-MB	1.00	

Activity Group: - CROSS CUTTING ISSUES					
Bill No. 25					
25-50-001	Allow for the Engagement of specialist subcontractor to deal with HIV/AIDS awareness and prevention campaigns (As per National Aids Control Council Guidelines)	Months	LB-MB	1.00	
25-50-002	Allow for participation of representative of local health authorities, PDH & NAC to train workers etc	Months	LB-MB	1.00	
25-50-003	Allow for preparation and submission of monthly reports on HIV/AIDS awareness and prevention activities. Reports to be tabled at site meetings.	Months	LB-MB	1.00	
25-50-004	Conduct HIV/AIDS awareness training for staff at site	Session	LB-MB	1.00	
25-50-005	Allow for Video shows on HIV/AIDS related awareness and prevention matters every 3months	No.	LB-MB	1.00	
25-50-006	Conduct HIV/AIDS awareness training to staff on site	No.	LB-MB	1.00	
25-50-007	Conduct HIV/AIDS awareness video shows	No.	LB-MB	1.00	
25-50-008	Provide & erect HIV/AIDS awareness signs	No.	LB-MB	1.00	
25-50-009	Provide, install and maintain HIV/AIDS awareness bill boards with approved message and graphics with maximum area 4m ² fabricated as per specifications of permanent informatory sign boards	No.	LB-MB	1.00	
25-50-010	Allow for production and distribution of HIV/AIDS awareness A1 size weather proved Posters printed with approved message and graphics	No.	LB-MB	1.00	

25-50-011	Allow for production and distribution of HIV/AIDS awareness A3 size weather proved posters printed with approved message and graphics	No.	LB-MB	1.00	
25-50-012	Allow for production and distribution of 200X150mm stickers with HIV/AIDS awareness/prevention slogan	No.	LB-MB	1.00	
25-50-013	Provide and erect HIV/AIDS awareness signposts (area > 5m ²)	No.	LB-MB	1.00	
25-50-014	Provide AIDS/HIV awareness T-shirts and caps	set	LB-MB	1.00	
25-50-015	Provide condoms - Female	No.	LB-MB	1.00	
25-50-016	Provide condoms - Male	No.	LB-MB	1.00	
25-50-017	Health and Safety Measures on Site: Training and Sensitization of Site Personnel	Months	LB	1.00	
25-50-018	Health and Safety Measures on Site: Inspections and preparation of monthly reports	Months	LB	1.00	
25-50-019	Health and Safety Measures on Site: Provision of Personal Protective Equipments	Months	LB	1.00	
25-50-020	Provide & erect environmental billboards of size greater than 5m ² at shopping centres	No.	LB-MB	1.00	
25-50-021	Allow for preparation of environmental and social impact assessment	No.	LB-MB	1.00	
25-50-022	Allow for monitoring of Environment and Social Management Plan and Report Submission	Monthly	LB-MB	1.00	
Activity Group: - PERFORMANCE CONTRACT					
Bill No. 26					
26-50-001	Performance Based Routine Maintenance off carriageway unpaved	Km-Month	LB-MB	1.00	
26-50-002	Performance Based Routine Maintenance off carriageway paved	Km-Month	LB-MB	1.00	
26-50-003	Performance Based Routine Maintenance on carriageway unpaved	Km-Month	LB-MB	1.00	
26-50-004	Performance Based Routine Maintenance	Km-Month	LB-MB	1.00	

	on carriageway paved				
26-50-005	Performance Based Routine Maintenance of Street Lighting	Km-Month	LB-MB	1.00	

12.0 COPYRIGHT OF THE REPORT

The copyright (ownership) of the reports/documents at the end of the consultancy contract will be vested in KURA.

All the information generated shall remain the property of KURA and cannot be used for any other purpose unless with authority from KURA.

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Preface

1. This Section includes two types of standard contract forms for: A Lump-Sum Contract and a TimeBased Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC includes clauses specific to each contract to supplement, but not over- write or otherwise contradict, the General Conditions of Contract.
2. Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified out puts and milestones. Never the less, quality control of the Consultant's outputs by the Procuring Entity s paramount.
3. Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Entity to closely supervise the Consultant and to be involved in the daily execution of the assignment.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump- Sum and Time-Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time- Based Contract. In such event, both types of contracts shall be signed at the same time.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract

Consulting Services for:

Contract No.: _____

Contract Description: _____

Between

_____ *[Name of the Procuring Entity]*

And

_____ *[Name of the Consultant]*

Date:

FORM OF CONTRACT - LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (herein after called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (herein after called the “Procuring Entity”) and, on the other hand, *[name of Consultant]* (herein after called the “Consultant”).

[If the Consultant consists of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Procuring Entity”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (herein after called the “Consultant”).]

WHEREAS

- a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the “Services”);
- b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) The Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:

- a) The General Conditions of Contract;
- b) The Special Conditions of Contract;
- c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be as set forth in the Contract, in particular:
 - a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of..... *[Name of Procuring Entity]*
[Authorized Representative of the Procuring Entity–name, title and signature]

For and on behalf of..... *[Name of Consultant or Name of a Joint Venture]*
[Authorized Representative of the Consultant–name and signature]

[Note: *For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant..... *[Insert the Name of the Joint Venture]*..... *[Name of the lead member]*
[Authorized Representative on behalf of a Joint Venture] *[Add signature blocks for each member if all are signing]*

SECTION 7: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. Definitions

- a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Consultant” means a legally-established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.
- d) “Contract” means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- e) “Procuring Entity” means the Procuring Entity that signs the Contract for the Services with the selected Consultant.
- f) “Day” means a working day unless indicated otherwise.
- g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- i) “Foreign Currency” means any currency other than the currency of Kenya.
- j) “GCC” mean these General Conditions of Contract.
- k) “Government” means the government of Kenya.
- l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- n) “Local Currency” means the Kenya Shillings, the currency of Kenya.
- o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Subconsultant to perform the Services or any part here of under the Contract.
- p) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.

- q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- r) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- s) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) “Third Party “means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-consultant.

2. Relationship between the Parties

- 2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

- 3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Kenya.

4. Language

- 4.1 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

- 5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

- 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the English Language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2 A Party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

7 Location

- 7.1 The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

8 Authority of Member in Charge

- 8.1 In case the Consultant is a Joint Venture, the members hereby authorize them ember specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the

Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

9 Authorized Representatives

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

10 Corrupt and Fraudulent Practices

10.1 The government requires compliance with its policy regarding corrupt and fraudulent/prohibited practices as set forth in its laws and policies.

10.2 Commissions and Fees-The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to a gents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the Procuring Entity and/or sanctions by the PPRA.

B. Commencement, Completion, Modification and Termination of Contract 11 Effectiveness of Contract

11.1 This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Entity's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12 Termination of Contract for Failure to Become Effective

12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect there to.

13 Commencement of Services

13.1 The Consultant shall confirm availability of Key Experts and begins carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14 Expiration of Contract

14.1 Unless terminated earlier pursuant to Clause GCC19hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15 Entire Agreement

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16 Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17 Force Majeure

a. Definition

17.1 For the purposes of this Contract, “Force Majeure” means event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which has been caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be taken

17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

- b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:
- c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or
- d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed or additional costs reasonably and necessarily incurred.

17.7 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18 Suspension

18.1 The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) Shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19 Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

A. By the Procuring Entity

19.1.1 The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days 'written notice in case of the event referred to in (f):

- a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;
- b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary;
- c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC13.

19.1.2 Furthermore, if the Procuring Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

B. By the Consultant

- a) The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs(a)through(d)of this Clause.
- b) If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC45.1withinfifty-five (55) calendar days after receiving written notice from the Consultant that such payment is overdue.
- c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- d) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC45.1.
- e) If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

C. Cessation of Rights and Obligations

19.1.3 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC22, (iii) the Consultant's obligation to permit in section, copying and auditing of their accounts and records set forth in Clause GCC25, and (iv) any right which a Party may have under the Applicable Law.

D. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC27or GCC28.

E. Payment up on Termination

19.1.6 Up on termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

- a) Payment or Services satisfactorily performed prior to the effective date of termination; and

- b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

D. Obligations of the Consultant General

a. Standard of Performance

- 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.
- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5 Throughout the execution of the Contract, the Consultants shall comply with the import of goods and services prohibitions in Kenya when a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21 Conflict of Interests

- 21.1 The Consultant shall hold the Procuring Entity's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22 Confidentiality

22.1 Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

23 Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24 Insurance to be taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

25 Accounting, Inspection and Auditing

- 25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/ or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, interlaid, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this ClauseGCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility under the PPRA's prevailing sanctions procedures.)

26 Reporting Obligations

- 26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27 Proprietary Rights of the Procuring Entity in Reports and Records

- 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements, and the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28 Equipment, Vehicles and Materials

- 28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into Kenya for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. Consultant's Experts and Sub-consultants 29

Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30 Replacement of Key Experts

30.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31 Removal of Experts or Sub-consultants

31.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert or Sub consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Entity to be incompetent or incapable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of the Procuring Entity 32

Assistance and Exemptions

31.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to:

- a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.

- c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Expert and their eligible dependents.
- d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya.

32.2 Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing in to Kenya reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

32.3 Provide to the Consultant any such other assistance as may be specified in the SCC.

33 Access to Project Site

33.1 The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34 Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1.

35 Services, Facilities and Property of the Procuring Entity

35.1 The Procuring Entity shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

36 Counterpart Personnel

36.1 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity with the Consultant's advice, if specified in Appendix A.

36.2 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel

fails to perform adequately any work as signed to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

37 Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCCF below.

F. Payments to the Consultant

38 Contract Price

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

39 Taxes and Duties

40 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract. **41**

Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.

41.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (I) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

41.1.2 The Lump-Sum Installment Payments. The Procuring Entity shall pay the Consultant within sixty (60) days after the receipt by the Procuring Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Entity does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Entity shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

Payments shall be made according to the following schedule

Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Engineer of the Inception report

Twenty (20) percent of the Contract Price shall be paid upon submission and acceptance by the Engineer of the Preliminary Findings Report.

Thirty (30) percent of the Contract Price shall be paid upon submission and acceptance by the Engineer of the Draft Final Report.

Twenty (30) percent of the Contract Price shall be paid upon submission and acceptance by the Engineer of the Final Report and provision of a certificate of satisfaction by an inspection committee that the Consultant has fulfilled contractual obligation.

41.1.3 The Final Payment: The final payment under this Clause shall be made only after the **FINAL REPORT** has been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall then be deemed completed and finally accepted by the Procuring Entity. The last lumpsum installment shall be deemed approved for payment by the Procuring Entity within ninety (90) calendar days after receipt of the **FINAL REPORT** by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and there after the fore going process shall be repeated.

41.1.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.1.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations here under.

41 Interest on Delayed Payments

41.1 If the Procuring Entity had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

42 Good Faith

42.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes 43

Amicable Settlement

43.1.2 The Parties shall seek to resolve any dispute amicably by mutual consultation.

43.1.3 If either Party objects to any action or in action of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

44 Dispute Resolution

44.1.2 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the Laws of Kenya <i>[Where the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the name of Kenya should be removed.]</i>
4.1	The language is: English
6.1 and 6.2	The addresses are <i>[fill in at negotiations with the selected firm]</i> : Procuring Entity: Attention: Facsimile: E-mail: Consultant: Attention: Facsimile: E-mail:
8.1	<i>[If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i> The Lead Member on behalf of the JV is <i>insert name of the member</i>
9.1	The Authorized Representatives are: For the Procuring Entity: <i>Director, Policy, Strategy & Compliance Kenya Urban Roads Authority</i> For the Consultant: <i>[name, title]</i> _

11.1	The effectiveness conditions are the following: N/A <i>[Note: If there are no effectiveness conditions, state "N/A"} OR</i> <i>List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the Procuring Entity of an advance payment guarantee (see Clause SCC45.1 (a)), etc.]</i>
12.1	Termination of Contract for Failure to Become Effective: The time period shall be <u>28 days after Contract signing.</u>
13.1	Commencement of Services: The number of days shall be 14 days from Order to Commence. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be _ [36 Months]
21 b.	The Procuring Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes:

23.1	No additional provisions. [OR The following limitation of the Consultant's Liability towards the Procuring Entity can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Procuring Entity: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) Be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law. <u>[Notes to the Procuring Entity and the Consultant:</u> <i>Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Procuring Entity prior to accepting any changes to what was included in the issued RFP. To be acceptable to the Procuring Entity, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Procuring Entity, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only (for the re-performance of faulty Services is not acceptable to the Procuring Entity.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i> <i>The Procuring Entity does not accept a provision to the effect that the Procuring Entity shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a</i> <i>Claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity to the extent permissible by the law applicable in Kenya.]</i>
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24.1	The insurance coverage against the risks shall be as follows: <i>[Delete what is not applicable except (a)].</i> (a) Professional liability insurance, with a minimum coverage of <u>Full amount of the contract sum in Kshs.</u> <i>[insert amount and currency which should be not Less than the total ceiling amount of the Contract];</i> (d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law in Kenya, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	The additional rights to the use of the documents are: N/A <i>[If applicable, insert any exceptions to proprietary rights provisions]</i>
27.2	<i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be indicated as Not Applicable.</i> <i>If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i> <i>[The Consultant shall not use these [insert what applies..... documents and software] for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.] [OR]</i> <i>[The Procuring Entity shall not use these [insert what applies..... documents and software] for purposes unrelated to this Contract without the prior written approval of the Consultant.] [OR]</i> <i>[Neither Party shall use these [insert what applies documents and software] for purposes unrelated to this Contract without the prior written approval of the other Party.]</i>
32.1 (a) through (e)	<i>[List here any changes or additions to Clause GCC 32.1. if there are no such changes or additions, indicate Not Applicable.] N/A</i> <i>List here any other assistance to be provided by the Procuring Entity. If there is no such other assistance, indicate Not Applicable for this Clause SCC 32.1 (/).} N/A</i>
38.1	The Contract price is: <i>{insert amount and currency for each currency as applicable}</i> <i>[indicate: inclusive or exclusive]</i> of local taxes. Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid "or "reimbursed "]</i> by the Procuring Entity <i>[insert as appropriate: "for "or "to"]</i> the Consultant. The amount of such taxes is <i>[insert the amount as finalized at the Contract's negotiations on the basis of the tax amounts provided by the Consultant in Form FIN- 2 of the Consultant's Financial Proposal.</i>

39.1 and 39.2	<i>[The Procuring Entity, depending on the source of funds and tax exemptions already granted by the Government, shall decide whether the Consultant (i) should be exempted from local tax, or</i> <i>(ii) should be reimbursed by the Procuring Entity for any such tax they might have to pay (or that the Procuring Entity would pay such tax on behalf of the Consultant)]</i> The Procuring Entity warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract 's negotiations (Form FIN-2)]</i> <i>If ITCJ 6.3 indicates a tax exemption status, include the following: "the Consultant, the Sub consultants and the Experts shall be exempt from"</i> <i>OR</i> <i>If ITCJ 6.3 does not indicate the exemption and, depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following:</i> <i>"the Procuring Entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts," OR "the Procuring Entity shall reimburse the Consultant, the Sub-consultants and the Experts"} any taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring Entity' s country, on the Consultant, the Sub-consultants and the Experts in respect of:</i> <i>(a)any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than national s or permanent residents of Kenya), in connection with the carrying out of the Services;</i> <i>(b) any equipment, materials and supplies brought into Kenya by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</i> <i>(c)any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Entity and which is treated as property of the Procuring Entity;</i> <i>(d) any property brought into Kenya by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of Kenya), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Procuring Entity's country, provided that:</i> <i>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Kenya in importing property into Kenya; and</i> <i>(ii)) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring Entity's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Kenya, or (b) shall reimburse them to the Procuring Entity if they were paid by the Procuring Entity at the time the property in question was brought into the Procuring Entity's country.</i>
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The payment schedule:

[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]

1st payment: 10% of the Lump Sum upon submission and acceptance of the Inception Report. *[Insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank*

	<i>guarantee/or the same amount as per GCC 41.2.1}. E.g. "Twenty (20) percent of the lump sum contract price shall be paid upon submission and approval of the Inception Report</i> Other payment: Ninety (90) percent of the lump sum Contract Price shall be paid in equal installment upon submission of the half yearly reports for the three years i.e. six (6) reports. <i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1. Every Payment shall be subject to (i) submission to the Procuring Entity of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by the Procuring Entity}</i>
	<i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i> The following provisions shall apply to the advance payment and the advance bank payment guarantee: Not Applicable (I) An advance payment [N/A] in foreign currency] [and of [N/A] in Kenya Shillings] shall be made within [insert number] days after the receipt of an advance bank payment guarantee by the Procuring Entity. The advance payment will be set off by the Procuring Entity in equal portions against [list the payments against which the advance is offset]. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
41.2.4	The accounts are: For foreign currency: [insert account]. For local currency: [insert account].
41.1	The interest rate is: <i>as per the Central Bank of Kenya Prevailing rate</i>
45 .1	Disputes shall be settled by arbitration in accordance with the following provisions: 1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs - Conseil (FIDIC) of Lausanne, Switzerland} for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list,

	<i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Entity and the Consultant shall each appoint one (1) arbitrator, and these two Arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague,- the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.,- the International Chamber of Commerce, Paris,- etc.]</i>. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. 2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as i n force on the date of this Contract. 3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform hi s/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>{If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties}</i> or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) The country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties]</i>; or (b) The country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) The country of nationality of a majority of the Consultant's [or of any members ' or Parties'] shareholders; or (d) The country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
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SECTION 9: APPENDICES

Appendix A – Terms of Reference

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks or actions that require prior approval by the Procuring Entity. Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 5 of the **RFP**]

.....

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

Appendix C – Breakdown of Contract Price

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3andFIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [FormFIN-3andFIN-4] at the negotiations or state that none has been made.}

Appendix D - Form of Advance Payment Guarantee

[Note: See Clause GCC 41.2.1 and SCC 41.2.1]

Bank Guarantee for Advance Payment..... [Bank's Name and Address of Issuing Branch or Office] Beneficiary [Name and Address of Procuring Entity]

Date:

ADVANCE PAYMENT GUARANTEE No:

We have been informed that [Name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (herein after called" the Consultant") has entered into Contract No [Reference number of the contract] dated with you, for the provision of [Brief description of Services] (Herein after called" the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of..... [Amount in figures] (.....) [Amount in words] is to be made against an advance payment guarantee. At the request of the Consultant, we [Name of bank] here by irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [Amount in figures] (.....) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in b reach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number

..... at _____ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made

Full repayment of the amount of the advance payment, or on the day of _____, ² whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

PREFACE

This Section includes a Time-Based Contract. It includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement, but not over-write or otherwise contradict, the General Conditions of Contract.

Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Entity to closely supervise the Consultant and to be involved in the daily execution of the assignment. The template is designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump-Sum and Time- Based Contracts are used and signed with the Consultant. In that case, the LumpSum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time-Based Contract. In such event; both types of contracts shall be signed at the same time. In case a Time-Based Contract is not used, please delete the contract template for time-based contract before issuance of the RFP to Consultants.

**CONTRACT FOR CONSULTANT'S SERVICES
TIME-BASED CONTRACT**

Consulting Services for:

Contract No.: _____

Contract Description: _____

Between _____ *[Name*
 of the Procuring
 Entity] and
[Name of the Consultant]

Date:

II: FORM OF CONTRACT-TIME-BASED

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (herein after called the “Procuring Entity”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “... (herein after called the “Procuring Entity”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

- a) the Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) The Procuring Entity has set aside a budget and funds towards the cost of the services and intends to apply a portion of the funds to eligible payments under the Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract: a)

The General Conditions of Contract;

- b) The Special Conditions of Contract;

- c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. ThemutualrightsandobligationsoftheProcuringEntityandtheConsultantshallbeassetforthintheContract, in particular:

- a) The Consultant shall carryout the Services in accordance with the provisions of the Contract; and
- b) The Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____[Name of Procuring Entity] [Authorized Representative of the

Procuring Entity–name title and signature]

For and on behalf of _____*[Name of Consultant or Name of a Joint Venture] [Authorized Representative of the Consultant–name and signature]*

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant..... *[Insert the name of the Joint Venture]*
[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture] [Add signature blocks for each member if all are signing]

Section 8: General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- b) “Procuring Entity” means the Procuring Entity that signs the Contract for the Services with the Selected Consultant.
- c) “Consultant” means a legally - established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.
- d) “Contract” means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- e) “Day” means a working day unless indicated otherwise.
- f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC11.
- g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- h) “Foreign Currency” means any currency other than the Kenya Shilling.
- i) “GCC” means these General Conditions of Contract.
- j) “Government” means the government of Kenya.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken in to account in the technical evaluation of the Consultant's proposal.
- m) “Local Currency” means the Kenya Shilling.

- n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Subconsultant to perform the Services or any part thereof under the Contract.
- o) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both.

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- p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- q) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- r) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- s) “Third Party” means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1 Nothing contained here in shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by the moron their behalf here under.

3 Law Governing Contract

3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4 Language

4.1 This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5 Headings

5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6 Communications

6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2 A party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the SCC.

7 Location

- 7.1. The Services shall be performed at such locations as are specified in Appendix A here to and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

8 Authority of Member in Charge

- 8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

9. Authorized Representatives

- 9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

10 Corrupt and Fraudulent Practices

- 10.1 The Government requires compliance with its policy and laws in regard to corrupt and fraudulent or prohibited practices as set forth in its laws and policies.

a. Commissions and Fees

- 10.2 The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the Procuring Entity and/or sanctions by the PPRA.

Commencement, Completion, Modification and Termination of Contract. 11 Effectiveness of Contract

- 11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Entity's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12 Termination of Contract for Failure to Become Effective

- 12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13 Commencement of Services

- 13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15 Entire Agreement

15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16 Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2 In cases of substantial modifications or variations. 17

Force Majeure

a. Definition

17.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which is caused by then negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations here under.

17.3 Force Majeure shall not include in sufficiency of funds or failure to make any payment required here under.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations here under shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be taken

- 17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:
- a demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or
 - b Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 47 & 48.

18 Suspension

- 18.1 The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under if the Consultant fails to perform many of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19 Termination

- 19.1 This Contract may be terminated by either Party as per provisions setup below:

a. By the Procuring Entity

- 19.1.1 The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- a If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GCC 18;

- b If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;
- d If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; f If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Procuring Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- b If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.
- d If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties here under shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law. **d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

- a remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- b In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20 General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Subconsultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Subconsultants as may be approved in advance by the Procuring Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Subconsultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Kenya when

- a As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

- b by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations,

20.6 The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21 Conflict of Interests

21.1 The Consultant shall hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations

here under, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22 Confidentiality

- 22.1 Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

23 Liability of the Consultant

- 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24 Insurance to be taken out by the Consultant

- 24.1 The Consultant (I) shall takeout and maintain and shall cause any Sub-consultants to takeout and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

25 Accounting, Inspection and Auditing

- 25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/or persons appointed by the PPRA to inspect the Site and /or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC10 which provides, interlaid, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility under the PPRA's prevailing sanctions procedures.)

26 Reporting Obligations

- 26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in AppendixA, in the form, in the numbers and within the time periods set forth in the said Appendix.

Proprietary Rights of the Procuring Entity in Reports and Records

- 26.2 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.

26.3 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements, and the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

27 Equipment, Vehicles and Materials

27.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure the mat the expense of the Procuring Entity in an amount equal to their full replacement value.

27.1 Any equipment or materials brought by the Consultant or its Experts into, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

28 Description of Key Experts

28.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

28.2 If required to comply with the provisions of Clause GCC 20 a, adjustments with respect to the estimated time- input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Entity, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

28.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Entity and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC41.1, the Parties shall sign a Contract amendment.

29 Replacement of Key Experts

29.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.

29.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical in capacity. In such case, the Consultant shall forth with provide as are placement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

30 Approval of Additional Key Experts

30.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Entity does not object in writing (stating the reasons for the objection) within twenty-two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Entity.

31 Removal of Experts or Sub-consultants

31.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert or Sub-consultant has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Entity to be incompetent or incapable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.

32 Replacement/ Removal of Experts–Impact on Payments

32.1 Except as the Procuring Entity may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

33 Working Hours, Overtime, Leave, etc.

33.1 Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from Kenya, experts carrying out Services inside Kenya shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, Kenya as is specified in Appendix B.

33.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

33.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Entity 34 Assistance and Exemptions

34.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to:

- a Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- b Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.
- c Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- d Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- e Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya.
- f Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing into Kenya reasonable amounts of foreign currency for the purposes of the services or for the personal use of the Experts and of withdrawing any such amounts as may be earned there in by the Experts in the execution of the Services.
- g Provide to the Consultant any such other assistance as may be specified in the SCC.

35 Access to Project Site

- 35.1 The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

36 Change in the Applicable Law Related to Taxes and Duties

- 36.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC41.1

37 Services, Facilities and Property of the Procuring Entity

- 37.1 The Procuring Entity shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

37.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services,(ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

38 Counterpart Personnel

38.1 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity with the Consultant's advice, if specified in Appendix A.

38.2 If counterpart personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix A, the Procuring Entity and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to Clause GCC 41.3.

38.3 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

39 Payment Obligation

39.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make such payments to the Consultant and in such manner as is provided by GCC below.

A. PAYMENTS TO THE CONSULTANT

40 Ceiling Amount

40.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D ([Reimbursable expenses]).

40.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

40.3 For any payments in excess of the ceilings specified in GCC 41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

41. Remuneration and Reimbursable Expenses

41.1 The Procuring Entity shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

41.2 All payments shall be at the rates set forth in Appendix C and Appendix D.

41.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

41.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

41.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Entity, once the applicable remuneration rates and allowances are known.

42 Taxes and Duties

42.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

43 Currency of Payment

43.1 Any payment under this Contract shall be made in the currency or currencies specified in the SCC. **44**

Mode of Billing and Payment

44.1 Billing and payments in respect of the Services shall be made as follows:

- a Advance payment. Within the number of days after the Effective Date, the Procuring Entity shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E. The advance payments will be set off by the Procuring Entity in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- b The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Entity, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- c The Procuring Entity shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Entity of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments.

- d *The Final Payment*: The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final invoice shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Entity has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) Calendar month s after receipt t by the Procuring Entity of a final report and a final invoice approved by the Procuring Entity in accordance with the above.
- e All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- f With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations here under.

45 Interest on Delayed Payments

- 45.1 If the Procuring Entity had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 45.1(c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith 46 Good Faith

- 46.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes 47 Amicable Settlement

- 47.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 47.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will considerate and responds in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

48 Dispute Resolution

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions in the SCC.

BREAKDOWN OF AGREED FIXED RATES IN CONSULTANT'S CONTRACT

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

Expert		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate Per Working Month/Day/ Year	Social Charges	Overhead	Subtotal	Profit	Away from Home Office Allowance	Agreed Rate Working Month/Day/Hour fixed per	Agreed Rate Working Month/Day/Hour fixed per
Home Office									
Work In Kenya									

Expressed as percentage of 1

1 expressed as percentage of 4

If more than one currency, add a table

Signature: Date:

Name & Title:

Notification of intention to Award and Beneficial Ownership Form

APPENDIX D: REIMBURSABLE EXPENSES COST ESTIMATES

1. {Insert the table with the Reimbursable Expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The foot note shall list such changes made to [FormFIN-4] at the negotiations or state that none has been made.]
2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

Notification of intention to Award and Beneficial Ownership Form

APPENDIX E: FORM OF ADVANCE PAYMENTS GUARANTEE

[Note: See Clause GCC 41.2 and SCC41.2] Bank Guarantee for Advance Payment:
..... [Bank's Name and Address of Issuing Branch or Office]
Beneficiary: [Name and Address of Procuring Entity]
Date:

ADVANCE PAYMENT GUARANTEE No.....

We have been informed that [Name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (herein after called "the Consultant") has entered into Contract No.....[Reference number of the contract] dated with you, for the provision of..... [Brief description of Services] (Hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of..... [Amount in figures] (.....) [Amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we..... [Name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of

..... [Amount in figures] (.....)

[amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number.....at..... [Name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made Full repayment of the amount of the advance payment, or on the day of/...../.....whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

[Signature (s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as

Specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

²Insert the expected expiration dates. In the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing

this guarantee, the procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

SECTION 10. NOTIFICATION FORMS

1. NOTIFICATION OF INTENTION TO AWARD

Procuring Entity: _____ *[insert the name of the Entity]*

Contract title: _____ *[insert the name of the contract]*

RFP No: _____ *[insert RF Preference number]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Proposal, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful Consultant

Name	<i>(Insert Name)</i>
Address:	<i>(Insert address of the successful consultant)</i>
Contract Price	<i>(Insert contract price of the successful consultant)</i>

i) Short listed Consultants

[INSTRUCTIONS: insert names of all short-listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as readout, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion.]

	Submitted Proposal	Overall Technical Score	Financial Proposal Price	Evaluated Financial Price (if applicable)	Combined Score and ranking (if applicable)
(insert Name)	Yes/No	Criterion (I): [insert score] Criterion (I): [insert score] Criterion (I): [insert score] <u>Sub-criterion a:</u> 1. Insert Score 1. Insert Score 1. Insert Score <u>Sub-criterion b:</u> 1. Insert Score 1. Insert Score 1. Insert Score Total Score:	(Proposal Price)	(Evaluated Price)	<u>Combined Score:</u> <u>Ranking:</u>
(insert Name)	Yes/No	Criterion (I): [insert score] Criterion (I): [insert score] Criterion (I): [insert score] <u>Sub-criterion a:</u> 1. Insert Score 1. Insert Score 1. Insert Score <u>Sub-criterion b:</u> 1. Insert Score 1. Insert Score 1. Insert Score Total Score:	(Proposal Price)	(Evaluated Price)	<u>Combined Score:</u> <u>Ranking:</u>

(ii) **Reason/s why your Proposal was unsuccessful** [Delete if the combined score already reveals the reason].

[INSTRUCTIONS: State the reasons why this consultant's Proposal was unsuccessful. Do Not include: (a) a point by point comparison with another consultant's Proposal or (b) information that is marked confidential by the consultant in its proposal.]

- iii) **How to request a debriefing** *[This applies only if your proposal was unsuccessful as stated under point (3) above].*

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within five (5) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: _____ *[insert full name of person if applicable]* Title/position: _____ *[insert title/position]*
Agency: _____ *[insert name of Procuring Entity]*
Email address: _____ *[insert email address]* Fax number: _____ *[insert fax number] delete if not used*

If your request for a debriefing is received within the 5 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, as and normally no later than fourteen (14) Business Days from the date of publication of the Contract Award Notice.

(iv) How to Make a Complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: __[insert full name of person, if applicable]

Title/position: _____

_____ [insert title/position]

Agency: _____ [insert name of

Procuring Entity] Email address: _____ [insert email

address]

Fax number: _____ [insert fax number] delete not used

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement- related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

- You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process and is the recipient of a Notification of Intention to Award.
- The complaint can only challenge the decision to award the contract.
- You must submit the complaint within the deadline stated above.
- You must include, in your complaint all of the information required by the Procuring Entity.

(v) Stand still Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time). The Standstill Period lasts (specify the number of business days as per Data Sheet 30.1). Business Days as specified in the Data Sheet after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of [Insert the name of the Procuring Entity]:

Signature:

Name:

Title/position:

Telephone:

Email:

2. NOTIFICATION OF AWARD

[Use letterhead paper of the Procuring Entity] [Date] _____ To: _____ [name and address of the winning Consultant] Subject: Notification of Award Contract No.

This is to notify you that your Proposal dated *[insert date]* for consulting services for *[name of the assignment]* as negotiated with you on *_* for the contract amount of

[Insert amount in numbers and words and name of currency] is here by accepted by our agency.

You are requested to: (i) sign and return the draft negotiated Contract attached here with within eight (8) Business Days from the date of receipt of this notification; and (ii) furnish the additional information on beneficial ownership in accordance with the Data Sheet of ITC 32.1 within eight (8) days using the Beneficial Ownership Disclosure Form, included in Section 7 of the Request of Proposals.

Authorized Signature: _____ Name and Title of Signatory: _____

Name of Agency: _____

Attachment: *Draft Negotiated Contract*

3. BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission. For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.*
- Directly or indirectly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.*

Request for Proposal Reference No.:_____ [insert identification no] Name of the Assignment: _____ [insert name of the assignment] to: _____ [insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We hereby provide the following beneficial ownership information. **Details of beneficial ownership**

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes/No)	Directly or indirectly holding 25% or more of the voting rights (Yes/No)	Directly or indirectly having the rights to appoint a majority of the board of the directors or an equivalent governing body of the consultant (Yes/ No)
<i>[Include full name(last, middle, first), Nationality, Country of residence]</i>			

OR

- ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.*

OR

iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]”

Name of the Consultant:[insert complete name of the Consultant]__*

*Name of the person duly authorized to sign the Proposal on behalf of the Consultant: ** [insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal:[insert complete title of the person signing the Proposal]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed[insert date of signing] day of..... [Insert month], [insert year]

4. 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.....

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.....

Are you an agent of the Kenya National Trading Corporation? YES/NO

Part 2(a) - Sole Proprietor:

Your name in full.....

Age.....

NationalityCountry of origin.....

*Citizenship details.....

Part 2(b) - Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details*	Shares
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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.....

Part 2(d) - Interest in the Firm:

Is there any person / persons in the Kenya Urban Roads Authority who has interest in this firm? Yes /No**

.....
Date

.....
Signature of Bidder

* Attach Proof of Citizenship

** Delete as necessary