

# **REPUBLIC OF KENYA**

## **COUNTY GOVERNMENT HOMA BAY**



### **TENDER DOCUMENT**

#### **FOR**

#### **PROCUREMENT OF MAINTENANCE OF**

#### **KOBINO - JAKAFUATA STRUCTURE**

**TENDER NO: HBC/T&I/034/2018 – 2019**

#### **GENERAL CONTRACTORS**

- Instructions to Tenderers
- Conditions of Contract
- Drawings and Bills of Quantities /Schedule of Rates
- Standard Forms
- Standard Specifications

***F/Y 2018 - 2019***

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## **INTRODUCTION**

This tender document for Roads Rehabilitation and Spot Improvement works has been prepared for the Road Agencies in Kenya with financial assistance from UNDP and technical support from the ILO.

“The document is based on the Standard Tender Document for procurement of Small Works of Public Procurement Directorate, Ministry of Finance, for use by Central Government Ministries, Local Authorities, State Corporations and other Public Institutions in the procurement of Small works”.

The value of the envisaged works should exceed the threshold which the procurement entity cannot be able to use a quotation, as per regulation 21 of the Exchequer and Audit (Public Regulations, 2001).

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## **INSTRUCTIONS TO TENDERERS.**

### **1 General**

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents.
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
  - (a) copies of certificates of registration under Companies Act, and as a Contractor by MORPW, and principal place of business;
  - (b) authority to seek references from the Tenderer's bankers.
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his/her tender.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for the Proposed works as defined in the specifications. The Tenderer shall visit the site at his/her own expense.
- 1.5 Eligible Tenderers
  - a) The invitation to Tender is open to all prequalified Tenderers. Only Tenders from prequalified Tenderers will be considered for award of Contract.
  - b) A firm debarred from participating in Public Procurement by the Public Procurement Directorate shall not be eligible to bid during the period of time determined.
  - c) If the Employer has not undertaken prequalification of potential tenderers, all tenderers shall include the information necessary to check the qualifying criteria as will be determined for the project.

### **2 Tender Documents**

- 2.1 The complete set of Tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below: -
  - (i) Instructions to Tenderers
  - (ii) Form of Tender
  - (iii) Conditions of Contract and Appendix to Conditions of Contract
  - (iv) Specifications
  - (v) Drawings
  - (vi) Bills of Quantities/Schedule of Rates (whichever is applicable)
  - (vii) Other document/materials required by the Employer to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of its Tender.
- 2.3 A prospective Tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable, telex or facsimile at the address

indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

- 2.4 Before the deadline for submission of Tenders, the Employer may modify the tender documents by issuing addenda. Any addenda thus issued shall be part of the tender documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of Tenders in accordance with clause 4.5 here below.

### **3 Preparation of Tenders**

- 3.1 All documents relating to the tender and any correspondence shall be in the English Language.
- 3.2 The Tender submitted by the Tenderer shall comprise the following:-
  - (a) The Tender;
  - (b) Tender Security;
  - (c) Priced Bill of Quantities/initialled on every page or Schedule of Rates for lump-sum Contracts
  - (d) Any other documents/materials required by the Employer to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates.
- 3.4 The unit rates and prices shall be in Kenya Shillings.
- 3.5 Tenders shall remain valid for a period of 90 days from the date of submission. However, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.6 The Tenderer shall prepare one original and one copy of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.7 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. The person or persons signing the tender shall initial all pages of the Tender where alterations or additions have been made.

#### **4 Submission of Tenders**

- 4.1 The Tender duly filled (one original and one copy) and sealed in an envelope shall;-
- (a) be addressed to the Employer at the address provided in the invitation to Tender;
  - (b) bear the name and identification number of the Contract as defined in the invitation to Tender; and
  - (c) provide a warning not to open before the specified time and date for Tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The Tenderer shall not submit any alternative offers unless they are specifically required in the Tender documents.
- Each Tenderer may submit only one tender. Any Tenderer who fails to comply with this requirement will be disqualified.
- 4.4 Any tender received after the deadline for opening tenders will be returned to the Tenderer un-opened.
- 4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

#### **5 Tender Opening**

- 4.6 The Tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 4.7 The name of the Tenderer, the total amount of each tender and the status of the tender guarantee shall be read out aloud and recorded in a tender opening register, and a copy of the record may on request be made available to a tenderer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.

#### **6 Tender Evaluation**

- 6.1 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his/her tender.
- 6.2 Prior to the detailed evaluation of tenders, the Employer will determine if each tender:-
- a) meets the eligibility criteria defined in Clause 1.5.

- b) has been properly signed;
  - c) is accompanied by the required securities;
  - d) is substantially responsive to the requirements of the bidding documents.
- 6.3 A substantially responsive Tender is one which conforms to all the terms, Conditions and Specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is the one:-
- a) which affects in any substantial way the scope, quality or performance of the works;
  - b) which limits in substantial way, inconsistent with the tender documents, the Employer's rights or the Tenderer's obligation under the Contract;
  - c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive tenders.
- 6.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
  - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the line item total will govern and the unit rate will be adjusted accordingly in such a way that the Tender sum remains unaltered.
  - (c) For lump sum items, only the amount will be considered disregarding any filled in unit rate.
  - (d) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
- 6.5 To assist in the examination, evaluation, and comparison of tenders, the Employer at his/her discretion may request any Tenderer for clarification of the Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile.

## **7 Award of Contract**

- 7.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 7.2 The Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 7.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price"] which the Employer will pay the Contractor in consideration



of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The budgeted amount for this work is two million eight hundred thousand shillings only. The notification of award will constitute the formation of the Contract, subject to the Tenderer signing the Contract Agreement.

- 7.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the successful Tenderer, not earlier than 21 days following the notification of award, and thereafter returned to the Employer within 14 days for signature.



**PART II: CONDITIONS OF PARTICULAR APPLICATION**

The following Conditions of Particular Application amplify or modify the General conditions of Contract in certain respects.

**8 GENERAL PROVISIONS**

**8.1 Definitions**

“Employers Representative” means the person appointed to act on behalf of the Employer to administer the Contract, who shall be a Civil Engineer, nominated in the appendix to the conditions of contract.

“Civil Engineer” means a registered Engineer in the Civil Engineering discipline under the Registration Act Chapter 530”

“Week” means a period of seven (7) consecutive days

“Appendix” as referred to the General Conditions of Contract means Appendix to the conditions of contract.

“Labour Based Methods” means work methods in which most of the activities are carried out using labour and appropriate equipment is only used when it is more cost effective to execute the works.

“Piece Work” means the fixed quantity of work to be done by an individual worker to earn a fixed sum.

“Task ” means the amount of work to be done by one individual worker or a gang in order to earn one day’s wage.

“Young Person” means an individual male or female, who has attained the age of 16 years but has not attained the age of eighteen years.

“2000 Strategy” means an initiative by the Government of Kenya to improve the maintenance of the country’s Road Network by giving priority to maintenance through network approach, using appropriate technology, labour-based methods, local resources and increased usage of small-scale entrepreneurs.

**8.2 Interpretation**

Words having the same meaning

In the Contract Documents different words and expressions having the same meaning and value may be used. Such expressions are:

Bid	=	Tender
Priced Bill of Quantities	=	Schedule of Rates
Letter of Acceptance	=	Letter of Award
Employers Representative	=	Engineer

## **9 THE CONTRACTOR**

### **9.1 General Obligations**

#### **Labour-Based Methods**

The works shall generally be carried out using the R2000 Strategy and work approach. Intermediate equipment may be used for those activities that cannot be carried out using labour alone. However, these have to be approved by the Employer. Where labour-based methods are used, labourers should be sourced from the population living in the locality of the improved/maintained road. The contractor is obliged to liaise with the road stakeholder committee in identifying suitable people to work as labourers.

#### **Approval of Equipment**

The Contractor shall supply the Employer within seven days prior to the commencement date with a list of equipment, which he intends to use on site for the latter's approval. He shall notify the Employer prior to bringing in equipment and shall further obtain the Employer's approval prior to removing any equipment from site.

#### **Recruitment of Labour**

- a) The Contractor shall ensure that there is a sufficient and suitable deployment of labour at all times throughout the Contract.
- b) All general workers employed by the Contractor should be recruited from amongst the surrounding population. Exceptions may only be granted if sufficient local labour cannot be recruited and on the approval of the Employer's Representative. There shall be no discrimination in recruitment based on tribe, religion, political affiliations, age, disability and gender. Women and vulnerable youths of working age should be particularly encouraged to apply.
- c) The contractor is obliged to liaise with the road stakeholder committee, where one exists, in identifying suitable people to work as labourers.

#### **Conditions of Employment of Labour**

The Contractor shall observe and fulfil the following conditions in respect of all persons employed by him in the execution of the Contract: -

- a) Where possible, employ labour on a daily task basis. The size of the daily task shall be what can reasonably be expected of a worker during a normal working day (8 hours).
- b) Part time hours should be made an option to employees whose out-of-work commitments would otherwise make it difficult for them to work. Daily tasks should be of a size that can be reasonably achieved in the required time and daily wage rate calculated as a percentage of a normal 8 hour working day.
- c) The Contractor shall pay wage rates and observe hours and conditions of employment of labour as established by Kenyan Laws and by agreement between Employers or other recognized authorities and trade unions for similar trades or industries in the county where this Contract work is to be carried out.
- d) The Contractor shall recognize the freedom of his/her employees to be members of trade unions. The Contractor's attention is drawn to the requirements of the Trade Unions Act (CAP 233). The Contractor should

note that if at least 25% of his/her employees are members of a particular Trade Union Organisation, then he will be legally bound to recognise and negotiate with the organisation.

#### Reporting Requirements

The Contractor shall, if required by the Employer, submit a return in detail in such form and at intervals prescribed showing the staff and the number of several classes of labour employed by the Contractor.

#### Non-payment of Wages by Contractor

- a) Employer may demand from the Contractor reasonable proof of payment of wages to the employees.
- b) The Employer may, upon the Contractor defaulting in payment, pay the money due, out of any funds due or which may become due to the Contractor under the Contract.
- c) In such events, the Contractor shall co-operate with the Employer in processing the payment of the correct amounts of money due to the labour force by submitting the relevant muster rolls, workday reports and pay-sheets, and be represented during the payments.
- d) Direct payment to workers by the Employer will attract a penalty as stated in the Appendix to Form of Tender to cover expenses incurred in the administration of such labour payments.

#### Contract with Employees

##### a) Working days

The Contractor shall recognize gazetted non-working days and allow in his programme of works for these days, which he/she is not, expected to work.

##### b) Provision of Hand Tools

The Contractor shall provide his/her labour force with sufficient number of hand tools of adequate quality and quantity, and shall make the necessary provisions to maintain the tools in good and safe working condition. The Employer may instruct the Contractor to replace worn out, faulty or unsafe hand tools.

##### c) Safety and Health

- I. The Contractor shall be responsible for the safety of all workers. In collaboration with, and to the requirements of the local health authorities, the contractor shall ensure that first aid equipment and stores are available on the Site at all times throughout the period of the Contract.
- II. The Contractor shall be responsible for provision of potable water for the workers on site.
- III. In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

d) Contractor to Preserve Peace

The Contractor shall ensure that all his/her personnel on site comply with the Statutes, Ordinances, Laws, Regulations and By-Laws in force in Kenya and to prevent accidents or any riotous or unlawful behaviour by or amongst all those employed on or in connection with the works, and for the preservation of the peace.

9.2 **Security bond**

The contractor, if so required under clause 3.2 (section A), shall obtain a security bond of a sum stated in appendix to condition of contract.

9.3 **Water for the Works**

The supply of water shall be the responsibility of the Contractor.

9.4 **Environment**

The Contractor shall take all reasonable steps to protect the environment on the Site and avoid damage or nuisance to property. In particular, the Contractor shall carry out all activities in a manner that ensures:-

- a) Minimum erosion and sedimentation deposition on the drainage works;
- b) Maximum preservation of trees and shrubbery;
- c) No entrance or accidental spillage of solid matters, debris and other pollutants and waste into streams;
- d) Utmost safety of all activities on site.

9.5 **Performance Security**

The performance security shall be valid until a date 28 days after the end of the period for notifying defects. The Employer shall return the security to the Contractor within 14 days of its expiration.

**10 TIME FOR COMPLETION**

10.1 **Completion date**

The whole of the works shall be completed by the completion date stated in the appendix to the conditions of contract in accordance with the provisions of clause 24.2.

10.2 **Substantial Completion**

When all the work is complete, the contractor shall notify the Engineer who will arrange a joint inspection of all of the work. This inspection will involve the contractor, the engineer, the County Roads engineer, the CRC representative and any other person as the engineer feels appropriate. This joint inspection will confirm that the work is substantially complete and up to the required standard and will list in detail any minor items of outstanding work or minor defects to be corrected during the defects liability period. This list of minor items to be completed shall be titled the "snagging list" and shall be attached with any taking over certificate that is issued to the contractor upon substantial completion.

### 10.3 **Taking-Over Certificate**

When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking-Over Certificate in respect of the Works. The Engineer shall, within 21 days of the date of delivery of such notice, either issue to the Contractor, with a copy to the Employer, a Taking-Over Certificate, stating the date on which, in his/her opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Taking-Over Certificate within 21 days of completion, to the satisfaction of the Engineer, of the Works so specified and remedying any defects so notified.

### 10.4 **Defects Liability Period**

The defects liability period shall be calculated from the date of substantial completion of the works certified by the Engineer in accordance with clause 24.2.

### 10.5 **Execution of the Works**

#### Progress Review Meetings

Regular progress review meetings between the Employer and the Contractor shall be held at least once a month. The Employer will decide the time for each of these meetings. These meetings should include representatives from the district and road stakeholders committees.

### 10.6 **Programme**

#### Intended Construction Procedures, Order and methods

The Contractor shall show in the programme of works, the procedure, order and methods proposed in carrying out works with specific emphasis on the labour requirements, equipment utilisation and productivity.

#### Programme Updating

Within the intervals stated in the Appendix, the contractor shall submit updated programme of the works.

### 10.7 **Rate of Progress**

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, is too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognised days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken

by the Contractor in meeting his/her obligations under this Clause, involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

## **11 CONTRACT PRICE AND PAYMENT**

### **11.1 Valuation of the Works**

#### Price Adjustment

The Employer shall adjust the Contract Price if taxes, duties and other levies are changed in respect of local labour and specified materials as set out in this Sub-Clause.

#### Local Labour

For the purpose of this Sub Clause:

- (i) "Local Labour" means skilled, semi-skilled workers of all trades engaged by the Contractor on the Site for the purpose of or in connection with the Contract or engaged full time by the Contractor off the site for the Purpose of or in connection with the Contract (by way of illustration but not limitation: workers engaged full time in any office, store, workshop or quarry).
- (ii) "Basic Rate" means the applicable basic minimum wage rate prevailing on the date 28 days prior to the latest date for submission of tenders by reason of any National or State Statute, Ordinance.
- (iii) "Current Rate" means the applicable basic minimum wage rate for Local Workers by reason or any National or State Statute or Ordinance, prevailing on any date subsequent to the date 28 days prior to the latest date set for submission of tenders.

#### Specified Materials

For the purpose of this Sub-Clause

- (i) "Specified Materials" means the materials stated in Schedule II of the Tender Document required on the Site for the execution and completion of works.
- (ii) "Basic Prices" means the current prices for the specified materials prevailing on the date 28 days prior to the latest date for submission of tenders.



**APPENDIX TO CONDITIONS OF CONTRACT**

<b>Item</b>	<b>Sub-clause</b>	<b>Data</b>
<b>THE EMPLOYER IS</b>		Name: County Government Of Homabay Department Of Transport And Infrastructure P.O Box 469 Homa Bay
<b>Name of Employer's Representative:</b>		Name: Chief Officer Department Of Transport And Infrastructure P.O Box 469 Homa Bay
<b>The name (and identification number) of the Contract is</b>		Name: Number :_
<b>The Works consist of</b>		Road number:- Road name: From: To: Site Section length: Chainage From: To: <u>Major Activities:</u>
<b>The Start Date shall be</b>		_____
<b>The Intended Completion Date for the whole of the Works shall be.</b>	24.1	
<b>The Site Possession Date shall be</b>	6.1	
<b>Time for Completion</b>	24.1	
<b>The Defects Liability Period is</b>	24.4	
<b>Amount of Tender Security is</b>		KSh. _____
<b>Priority of Documents</b>	2.1	The documents forming the Contract shall be interpreted in the following order of priority:

Item	Sub-clause	Data
		<ul style="list-style-type: none"> <li>• the Contract Agreement</li> <li>• the Letter of Award</li> <li>• the Form of Tender and Appendix thereto</li> <li>• the Condition of Contract, Part II - Conditions of Particular Application</li> <li>• the conditions of Contract, Part I - General Conditions of Contract</li> <li>• Special Provisions</li> <li>• the Specifications</li> <li>• the Drawings, and</li> <li>• the Priced Bill of Quantities</li> </ul>
<b>Law of Contract</b>	4.2	Laws of the Republic of Kenya
<b>Language</b>	4.2	English
<b>Authorised Person</b>	1 and 3.1	Chief Officer Department Of Transport And Infrastructure P.O Box 469 Homa Bay
<b>Name and Address of Employer's Representative</b>	1	Chief Officer Department Of Transport And Infrastructure P.O Box 469 Homa Bay
<b>Penalty to the Contractor for Employer paying workers on his behalf</b>	23.1.7	10% of the amount paid to the workers.
<b>Percentage of interim payments to be retained is :-</b>	25.2.3	5% of the value of the works of each interim certificate
<b>Performance Security</b>	24.5	Required: Not applicable.
<b>Amount</b>		5 % of sum stated in the contract sum.
<b>Form</b>		Bank Guarantee
<b>Requirements of Contractors Design</b>		Not applicable
<b>Programme</b>		
⇒ <b>Time of Submission</b>	7 and 24.5	Within 14 days of commencement date
⇒ <b>Form of Programme</b>		Bar Chart
⇒ <b>Interval Updates</b>	24.5.2	One month

<b>Item</b>	<b>Sub-clause</b>	<b>Data</b>
<b>Liquidated Damages Amount payable due to failure to complete</b>	16 and 25.3	0.01% of Contract Sum per Day to a limit of 1% of Contract Sum.
<b>Period of notifying defects</b>	11	7 days calculated from the date stated in the notice under sub clause 11.2
<b>Amount of Advance Payment</b>	25.2.1	10% of the sum stated in the Agreement excluding contingencies.
<b>Form of Guarantee for Advance Payment</b>	25.2.1	Bank Guarantee.
<b>Valuation of Works Application of single method of calculating offer</b>		Remeasurements with Bill of Quantities
<b>Repayment Schedule for Advance</b>	25.2.2	2 Equal instalment from the first and second certificates.
<b>Currency of Payment</b>	3.4 (section A)	Kenya Shilling
<b>Rate of Interest</b>	14.4	Simple Interest at a rate of .....% above mean Base Lending Rate as issued by the Central Bank of Kenya.
<b>Insurance</b>	15	Required
<b>Insurance</b> ⇒ <b>The works, materials plants &amp; fees</b> ⇒ <b>Contractor's Equipment</b> ⇒ <b>Third party injury to persons and damage to property</b> ⇒ <b>Workers compensation</b> ⇒ <b>Other cover</b>	15	Amount of Cover The Contract price stated in the Agreement +15%.  Full replacement cost. .....*  .....*  .....**
<b>Arbitration</b> ⇒ <b>Rules</b> ⇒ <b>Appointing Authority</b> ⇒ <b>Place of Arbitration</b>	21	CAP 49 of the Laws of Kenya Chairman Chartered Institute of Arbitrators, Kenya Branch. District Headquarters

11.2 **FORM OF AGREEMENT**

This **AGREEMENT** is made on the ----- day of ----- between the Homa-Bay County Government, represented by

..... Of P.O. Box ..... his representative (Hereinafter called the Employer) on the one part and -----(Hereinafter called the Contractor) of P.O. Box ----- of the other part.

WHEREAS the Employer is desirous of Rehabilitating and improving the section of the Road(s) .....to..... And has accepted a BID by the Contractor to execute Improvement/Rehabilitation Works, works on the road sections as defined hereafter,

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.

The following documents form part of this Agreement, viz:

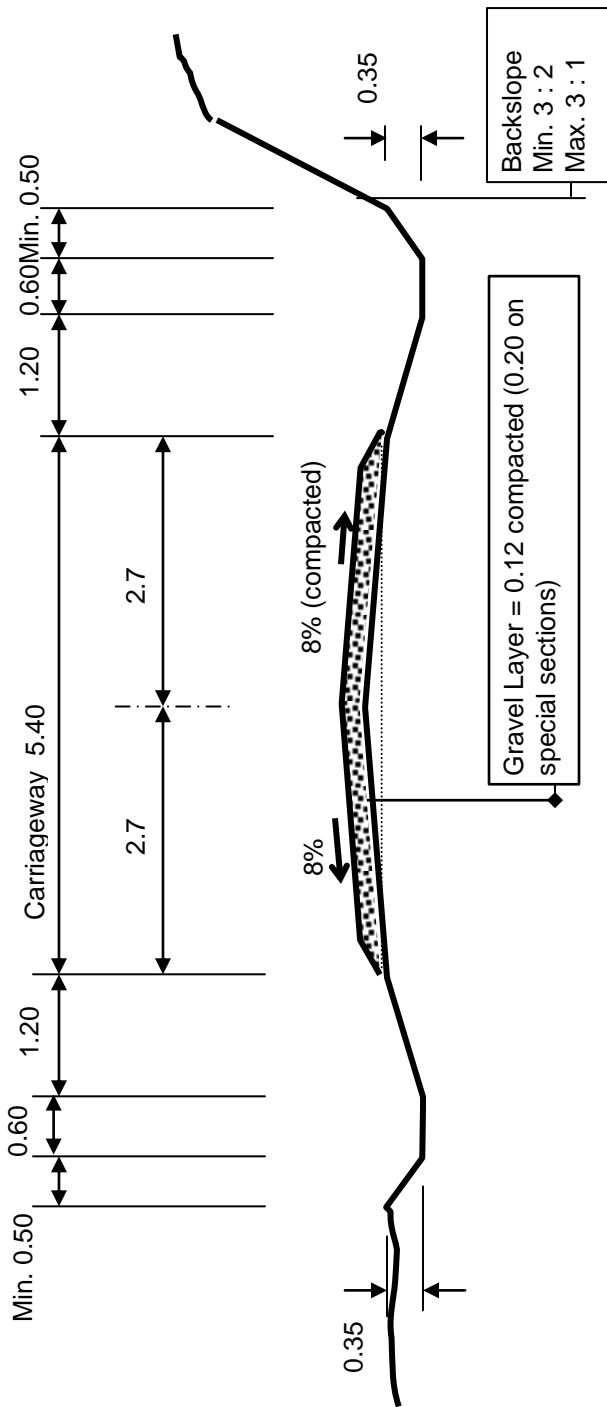
- (a) Letter of Acceptance;
- (b) Appendix to the Form of Tender;
- (c) Conditions of Contract;
- (d) Specifications;
- (e) Drawings;
- (f) Priced Bill of Quantities;
- (g) Other Documents/material/Conditions agreed and documented.

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





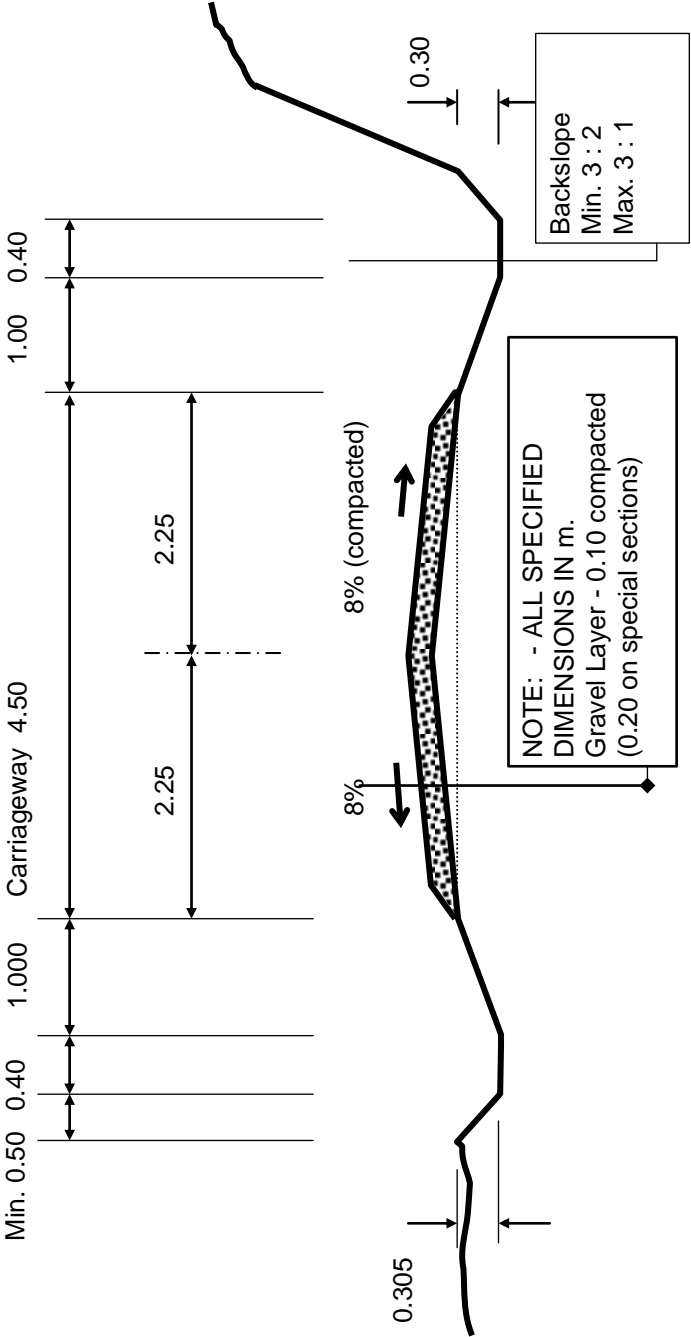
**FIGURE C.1 - CROSS SECTION A (MINOR STANDARD CROSS-SECTION)**



**NOTE:**

- ALL SPECIFIED DIMENSIONS IN m.
- TRAFFIC LEVELS OF MORE THAN 200 VPD MAY JUSTIFY RUNNING SURFACE WIDTH INCREASE TO 6.50 METRES

**FIGURE C.2 - CROSS SECTION B (REDUCED CROSS-SECTION)**





## **PREAMBLE TO BILLS OF QUANTITIES**

1. The Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the instructions to Tenderers and these documents.
2. The prices and rates to be inserted in the Bill of Quantities are to be the full, inclusive value of the work described under the several items including all costs and expenses which may be required in and for the execution of the work described and for the Contractor's overheads and profits.
3. Each item in the B/Q contains only a brief description of the proposed work. Fuller details and directions of the work to be done, the materials to be used, the standards of workmanship, methods of measurement and payment are to be found in the various sections of the Specifications.
4. The Quantities set forth in the Bill of Quantities are estimated and representing substantially the work to be carried out. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bills of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
5. Daywork items shall be expended in whole or in part at the discretion of the Employer.

<b>12 Bill of Quantities</b>		Page:
		1
	<b>12.1 Summary</b>	<b>Project:</b>
<b>Item No.</b>	<b>Description</b>	<b>Amount KShs</b>
1	Preliminaries and General Costs Items	
4	Site Clearance	
5	Earthworks	
7	Excavation and filling for structures	
8	Road Drainage and Structure works	
10	Grading and Graveling Works	
17	Concrete works	
20	Road Furniture	
22	Dayworks	
	Sub Total	
	Add provisional sum of 0%of the Sub Total for Contingencies to be expended only with the express approval of the Engineer	
	Add Value Added Tax 16%	
Carried to page on the Form of Tender		



# Bill of Quantities

Page:

4

12.2 Bill 4	Site Clearance	Project:			
Item No.	Description	Unit	Quantity	Unit rate Ksh.	Amount KSh.
04-50	Site Clearance				
04-01	Allow for a provisional sum of kshs.0 for site clearance	Day work			
04-50-003I	Bush Clearing	m <sup>2</sup>			
04-50-006	Trees and Stumps removal	Day work			-
04-50-009	Stripping and Grubbing	m <sup>2</sup>			-
04-50-008	Boulder Removal	Day work			-
	Bill 4: Total Carried forward to Summary:				

# Bill of Quantities

Page:

5

12.3 Bill 5		Earthworks		Project:	
Item No.	Description	Unit	Quantity	Unit rate Ksh.	Amount Ksh.
05-01	Fill in soft material to approaches of the bridge	m <sup>3</sup>	180		
05-02	Ditto in hard material and gravel	m <sup>3</sup>	210		
05-50-007	Re-Establishment of the Vertical alignment (slotting)	m			
05-05	Allow PC sum for river training under day works	Sum	1		
05-50-004	Excavation and spread in soft material to formation level	m <sup>3</sup>			-
05-50-005	Excavation and spread in hard material to formation level	m <sup>3</sup>			
5.11	Provide, place and compact rock fill as directed by the Engineer	m <sup>3</sup>			
	Bill 5: Total Carried forward to Summary:				

# Bill of Quantities

Page:

6

12.4 Bil 7		Excavation and filling for structures		Project:	
Item No.	Description	Unit	Quantity	Unit rate Ksh.	Amount Ksh.
07-01	Excavate in soft material to any depth for bridge foundation and stock pile the excavated material as directed by the engineer	m <sup>3</sup>	100		
07-50-002	Excavation of foundation for drainage structures in hard material	m <sup>3</sup>			
7.03	Excavate for river training and gabions in soft material	m <sup>3</sup>			
7.02	Provide, place and compact suitable gravel backfill material in layer not exceeding 150mm	m <sup>3</sup>	120		
7.05	Provide and place 2mx1mx1m gabion mesh boxes, complete with rock fill, as directed by the Engineer	m <sup>3</sup>	80		
7.06	Provide and place Fabric Mesh A142	M2			
	Bill 7: Total Carried forward to Summary:				

<b>Bill of Quantities</b>					Page:
					7
12.5 Bill 8	Road Drainage and Structure works	Project:			
Item No.	Description	Unit	Quantity	Unit rate Ksh.	Amount Ksh.
8.01	Ditch cleaning	m			
8.01	Culvert cleaning	m			
8.02	Excavate for drainage inlets and outlets, cut-off and mitre drains in soft material	m			
8.03	Excavation in soft material for pipe culverts , headwalls, wing walls, aprons	M <sup>3</sup>			
08-60	<b>Supply and Installation of Concrete pipe culverts haunched in concrete</b>				
08-10	Provide and place class 15/20 concrete to headwalls, wing walls, apron slabs	M <sup>3</sup>			
08-60-018	450mm dia	m			
08-60-020	600mm dia	m			
08-60-022	900mm dia	m			
08-60-024	1200mm dia	m			
08-70	<b>Provide material and construct minor drainage structures</b>				
	Bill 8: Total Carried forward to Summary:				

<b>Bill of Quantities</b>					Page:
					8
12.7 Bill 10	<b>Grading and Gravelling Works</b>		Project:		
Item No.	Description	Unit	Quantity	Unit rate Ksh.	Amount Ksh.
10-50-002	Heavy grading with Watering and compaction Including side ditch and back slope	M <sup>2</sup>			-
10-50-003	Heavy grading with no compaction Including side ditch and back slope	M <sup>2</sup>			
10-50-004	Light grading (carriageway only)	M <sup>2</sup>			
10-50-006	Light Manual reshaping (Carriageway only)	M <sup>2</sup>			- -
10-50-007	Heavy reshaping including side ditch and back slope	M <sup>2</sup>			
10-60-001	Gravel patching including excavation and free haul	M <sup>3</sup>			
10-70-002	Gravelling with compaction including excavation and free haul	M <sup>3</sup>			
10-70-005	Compaction of gravel surface	M <sup>2</sup>			
10-80-005	Overhaul of gravel	M <sup>3</sup> -Km			
	<b>Opening new gravel pit</b>				
10-80-002	Removal of topsoil and overburden to stockpile	M <sup>3</sup>			
10-80-006	Reinstatement of borrow pit and planting of trees and vegetation	M <sup>2</sup>			
	Bill 10: Total Carried forward to Summary:				



<b>Bill of Quantities</b>					Page:
					9
<b>12.8 Bill 17</b>	<b>Concrete Works</b>	<b>Project:</b>			
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit rate Ksh.</b>	<b>Amount Ksh.</b>
	<b>CONCRETE</b> Provide, place and compact the following classes of concrete as specified				
17-01	Class 15/20 for blinding	M <sup>3</sup>	10		
17-02	Class 25/20 concrete for structure	M <sup>3</sup>	40		
	<b>FORMWORK</b> Provide, erect and afterwards dismantle and remove all the formwork as specified by the engineer				
17-03	Formwork class F1 finish	M <sup>2</sup>	60		
17-04	Formwork class F3 finish	M <sup>2</sup>	45		
	<b>REINFORCEMENT</b> Provide, bend and fix into positions high yield steel reinforcements as directed and shown on the drawings				
17-05	Reinforcement bars of high yield strength to BS4461, size 12mm and above	Ton	1.5		
17-06	Reinforcement bars of high yield strength to BS4461, size 10mm and below	Ton	4.5		
	Bill 17: Total Carried forward to Summary				



<b>Bill of Quantities</b>					Page:
					9
12.6	<b>Dayworks</b>	<b>Project:</b>			
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit rate Ksh.</b>	<b>Amount KSh.</b>
	<b>Plant and Equipment</b>				
22-01	D4 - Dozer	Hr			-
22-02	D6 - Dozer	Hr			-
22-03	D8 - Dozer	Hr			-
22-04	Excavator	Hr			
22-05	Motor Grader	Hr			
22-06	Grader -Tractor towed	Hr			
22-07	Dead weight Roller (6 - 8 tones) -Tractor towed	Hr			
22-08	Water Bowser Self propelled 5000lt	Hr			
22-09	Water Bowser - Tractor towed 5000lt	Hr			
22-10	3.0 ton Truck	Hr			
22-11	5.0 ton Truck	Hr			
22-12	7.0 ton Truck	Hr			
22-13	Tractor + Trailer (3m <sup>3</sup> )	Hr			
22-14	1 ton Pickup Van	Hr			
22-15	Concrete mixer - 100lt	Hr			
22-16	Concrete Poker Vibrator	Hr			
	<b>Labour</b>				
	Unskilled Labour	day			
	Mason	day			



**CONTENTS:**

**STANDARD FORMS**

- (ii) Form of Invitation for Tenders**
- (iii) Form of Tender**
- (iv) Letter of Acceptance**
- (v) Form of Tender Security**
- (vi) Performance Bank Guarantee**
- (vii) Bank Guarantee for Advance Payment**
- (viii) Tender Questionnaire**
- (ix) Confidential Business Questionnaire**
- (x) Adjudicator's Agreement**

**FORM OF INVITATION FOR TENDERS**

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

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

Dear Sirs:

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

You have been prequalified to tender for the above project.

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

A complete set of tender documents may be purchased from \_\_\_\_\_

\_\_\_\_\_  
*[mailing address, cable/telex/facsimile numbers].*

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

All tenders must be accompanied by .....number of copies of the same and a tender security in the form and amount specified in the Tender documents, and shall be delivered to :

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

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

Please confirm receipt of this letter and your intention to Tender in writing.

Yours faithfully,

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

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

**FORM OF TENDER**

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

Dear Sir,

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

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

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

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

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**LETTER OF ACCEPTANCE**

[letterhead paper of the Employer]

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

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

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

Dear Sir,

This is to notify you that your Tender dated \_\_\_\_\_  
for the execution of \_\_\_\_\_  
[name of the Contract and identification number, as given in the Tender documents] for the  
Contract Price of Kshs. \_\_\_\_\_ [amount in figures] Kenya  
Shillings \_\_\_\_\_ (amount in words) ] in accordance with the  
Instructions to Tenderers is hereby accepted.

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

Authorized Signature .....

Name and Title of Signatory .....

Attachment :



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**QUALIFICATION INFORMATION**

**12.7 TENDER QUESTIONNAIRE**

Please fill in block letters.

1. Full names of tenderer;

.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);

.....

3. Telephone number (s) of tenderer;

.....

4. Facsimile of tenderer;

.....

5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;

.....

6. Details of tenderer's nominated agent (if any) to receive tender notices (name, address, telephone, telefax);

.....

.....

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

Make copy and deliver to: \_\_\_\_\_ (*Name of Employer*) ( The Tenderer should leave one copy at the time of purchase of the Tender documents)

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

*Part 1 – General*

Business Name .....

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

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

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

*Part 2 (a) – Sole Proprietor*

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

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

Citizenship details .....

*Part 2 (b) – Partnership*

*Give details of partners as follows:*

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

**Adjudicator’s Agreement**

Identification of Project:

.....  
(the “Project”)

Name and address of the Employer:

.....  
(the “Employer”)

Name and address of the Contractor:

.....  
(the “Contractor”)

Name and address of the Adjudicator:

.....  
(the “Adjudicator”)

**Whereas** the Employer and the Contractor have entered into a contract (“the Contract”) for the execution of the Project and wish to appoint the Adjudicator to act as adjudicator in accordance with the Rules for Adjudication [“the Rules”].

**The Employer, Contractor and Adjudicator agree as follows:**

- 1. The Rules and dispute provisions of the Contract shall form part of this Agreement.
- 2. The Adjudicator shall be paid:

A retainer fee of .....per calendar month  
(where applicable)

A daily fee of .....

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

Receipts will be required for all expenses.

3. The Adjudicator agrees to act as adjudicator in accordance with the Rules and has disclosed to the Parties any previous or existing relationship with the Parties or others concerned with the Project.
4. This Agreement shall be governed by the law of .....
5. The Language of this Agreement shall be .....

SIGNED BY .....

For and on behalf of the Employer in the presence of

Witness .....  
Name .....  
Address .....  
Date .....

SIGNED BY .....

For and on behalf of the Contractor in the presence of

Witness .....  
Name .....  
Address .....  
Date .....

SIGNED BY .....

For and on behalf of the Adjudicator in the presence of

Witness .....  
Name .....  
Address .....  
Date .....