

# **THIKA WATER AND SEWERAGE COMPANY**

**TENDER NO. THIWASCO 033/2018-2019**

**Tender for Front Parking Works at THIWASCO Offices**



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# SECTION I

## INVITATION FOR TENDERS

**Tender reference** THIWASCO/033/2018/2019

**Tender Name TENDER FOR FRONT PARKING WORKS AT  
THIWASCO MAIN OFFICES**

- 1.1 THIWASCO invites sealed tenders for procurement of Works at the front parking main offices.
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at **Procurement Department, Thika Water and Sewerage Company Ltd, Near Blue post Hotel, Along Haile Selassie Road, Thika** during normal working hours.
- 1.3 A complete set of tender documents with detailed specifications may be obtained by interested candidates upon payment of a non-refundable fees of **Kshs.1,000.00** or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website [www.thikawater.co.ke](http://www.thikawater.co.ke). Bidders who download the documents from the website MUST also forward their particulars immediately for records via email to [procurement@thikawater.co.ke](mailto:procurement@thikawater.co.ke).
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (90) days from the closing date of tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the **Tender Box located in our offices near the Managing Director's office or if by post to be addressed to:**
- Managing Director  
Thika Water and Sewerage Company,  
P O Box 6103 - 01000,  
Thika.  
So as to be received on or before Thursday 14<sup>th</sup> June, 2018 at  
10.00 AM**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at Thika Water and Sewerage Company Ltd, Near Blue post Hotel, Along Haile Selassie Road

**SECTION II**

**INSTRUCTIONS TO TENDERERS**

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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. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
- (a) Copies of certificates of registration, and principal place of business;
  - (b) Must have complied with tax requirements and avail a current tax compliance certificate from KRA
  - (c) Indicate the total monetary value of construction work performed for each of the last three years;
  - (d) Has experience in works of a similar nature and size for each of the last three years, and clients who shall be contacted for further information on these contracts;
  - (e) Indicate major items of construction equipment owned by bidder;
  - (f) Indicate major items contractor intends to lease for this assignment;
  - (g) Have qualified and experienced key site management and technical personnel proposed for the Contract; indicating their technical capability including CV's and copies of certificates.
  - (h) Must be an authorized Contractor registered with the National Construction Authority (NCA) at least NCA 4 and a certified copy of the registration certificate must be submitted with this bid.
  - (i) Attach reports on the financial standing of the Bidder, such as profit and loss, balance sheet, statements and auditor's reports for the last two years or a letter from the bank stating available credit line or a certificate of deposits etc.
  - (j) Willing to give authority to the employer to seek references from the Bidders bankers and references.
  - (k) Bidders shall not have been declared ineligible due to corruption and fraudulent practices.
  - (l) Bidders who have worked for the company before shall demonstrate they have completed all the previous projects and that none of the contract(s) has been terminated or in the process of termination for non-performance.
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of

- the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.6 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **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 herebelow:-
- (a) These instructions to Tenderers
  - (b) Form of Tender
  - (c) Conditions of Contract and Appendix to Conditions of Contract
  - (d) Specifications
  - (e) Drawings
  - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
  - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 herebelow.

### 3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following:-
  - (a) The Tender;
  - (b) Tender Security;
  - (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
  - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of sixty (60) days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original shall be typed or written in **indelible ink** and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

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

#### **5. Tender Opening and Evaluation**

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence



- the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
  - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
  - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
  - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
  - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
  - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%

- 5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.11 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

## **6. Award of Contract**

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.
- 6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **7. Corrupt and fraudulent practices**

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

**SECTION III**  
**CONDITIONS OF CONTRACT**

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## SECTION III - CONDITIONS OF CONTRACT

### 1. Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

**“Bills of Quantities” means** the priced and completed Bill of Quantities forming part of the tender [where applicable].

**“Schedule of Rates” means** the priced Schedule of Rates forming part of the tender [where applicable].

**“The Completion Date” means** the date of completion of the Works as certified by the Employer’s Representative.

**“The Contract” means** the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

**“The Contractor” refers** to the person or corporate body who’s tender to carry out the Works has been accepted by the Employer.

**“The Contractor’s Tender” is** the completed tendering document submitted by the Contractor to the Employer.

**“The Contract Price” is** the price stated in the Letter of Acceptance.

**“Days” are** calendar days; **“Months” are** calendar months.

**“A Defect” is** any part of the Works not completed in accordance with the Contract.

**“The Defects Liability Certificate” is** the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

**“The Defects Liability Period” is** the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

**“Drawings” include** calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

**“Employer” Includes** Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

**“Equipment” is** the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

**“Site” means** the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

**“Materials” are** all supplies, including consumables, used by the Contractor for incorporation in the Works.

**“Employer’s Representative” is** the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

**“Specification” means** the Specification of the Works included in the Contract.

**“Start Date” is** the date when the Contractor shall commence execution of the Works.

**“A Subcontractor” is** a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

**“Temporary works” are** works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

**“A Variation” is** an instruction given by the Employer’s Representative which varies the Works.

**“The Works” are** what the Contract requires the Contractor to construct, install, and turnover to the Employer.

## **2. Contract Documents**

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable]

## **3. Employer’s Representative’s Decisions**

3.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

## **4. Works, Language and Law of Contract**

- 4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.
- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

## **5. Safety, Temporary works and Discoveries**

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Any thing of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

## **6 Work Program and Sub-contracting**

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

## **7 The site**

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorized by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

## **8 Instructions**

8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

## **9 Extension of Completion Date**

9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or



- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) Delay in receiving possession of or access to the Site.

## **10 Management Meetings**

- 10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 10.2 Communication between parties shall be effective only when in writing.

## **11 Defects**

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

## **12 Bills of Quantities/Schedule of Rates**

- 12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer

will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

### **13 Variations**

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

### **14 Payment Certificates and Final Account**

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- (i) Advance payment - Not Applicable
  - (ii) First stage 30%
  - (iii) Second stage 30%
  - (iv) Third stage 30%
  - (v) After defects liability period 10%
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check,

adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application .The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

## **15. Insurance**

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

## **16. Liquidated Damages**

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

## **17. Completion and Taking Over**

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

## **18. Termination**

18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) A payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
- (d) The Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

## **19. Payment Upon Termination**

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, Machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within

a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

## **20. Corrupt Gifts and Payments of Commission**

20.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavor to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or Without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

## **21. Settlement of Disputes**

21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

**APPENDIX TO CONDITIONS OF CONTRACT**

THE EMPLOYER IS

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

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

Name of Employer's Representative: \_\_\_\_\_

Title; \_\_\_\_\_

Telephone: \_\_\_\_\_

The name (and identification number) of the Contract is \_\_\_\_\_

The Works consist of \_\_\_\_\_

The Start Date shall be \_\_\_\_\_

The Intended Completion Date for the whole of the Works shall be \_\_\_\_\_

The following documents also form part of the Contract:

The Site Possession Date shall be \_\_\_\_\_

The Site is located at \_\_\_\_\_ and is defined in drawings nos.

The Defects Liability Period is \_\_\_\_\_ days.

Amount of Tender Security is Kshs..... (Note: This amount should be between one (1) percent and three (3) percent of the value of the Works)

The name and Address of the Employer for the purposes of submission of tenders is.....

The tender opening date and time is..... (*Insert tender opening time*) on ..... day of ..... (*Insert date of tender opening*)

The amount of performance security is Kshs..... (Note: the Employer must select the form of performance security to be accepted. A bank guarantee of between five (5) and ten (10) percent is acceptable. A performance bond on the other hand from an insurance company may be of up to thirty (30) percent of the Contract Price

## EVALUATION CRITERIA

Item	Description	Score
<b>A</b>	<b>Mandatory Requirements</b>	
1.	Provide copy of Company incorporation / Registration Certificate.	✓
2.	Provide valid copy of Registration certificate from National Construction Authority (NCA 4)	✓
3.	Current valid Trade License/Local Authority Permit	✓
4.	Bid security of Ksh.20, 000.00 from reputable Commercial Bank or approved insurance company by PPRA and shall be valid for 120 days from date of tender opening.	✓
5.	Provide a copy of Valid Company Tax compliance certificate.	✓
7.	Must attend the Mandatory Site visit and attach site visit certificate duly filled.	✓
8.	Bidders shall prepare and submit two copies marked clearly "ORIGINAL BID" and "COPY BID".	✓
9.	Bidders MUST serialize EVERY page of the bid document submitted	✓
	<b>Note: A firm lacking in any of the above details shall be dropped at this stage and shall not be progressed to the Technical Evaluation stage</b>	
<b>B</b>	<b>Technical Evaluation stage-Evaluation requirements</b>	
<b>1.</b>	<b>Financial Status of the Company</b>	
a)	Analysis of the provided audited accounts for the last two (2) financial years <b>2014-2015,2015-2016</b>	10
b)	Provide letter of authority to seek references from tenderer's bank (letters addressed to specific Banks giving authority to the Client to verify the bank statement).	10
<b>2.</b>	<b>Experience of Work</b>	
a)	Proof of work of similar magnitude undertaken in the last five years. Attach prove copies of completion certificate, letters of awards, LPOs/LSOs.	20
b)	Attach Copy of Valid Certificate of N.S.S.F. and N.H.I.F.	5
<b>3.</b>	<b>Equipment for carrying out work</b>	
a)	List major items of equipment proposed to carry out the contract and an undertaking that they will be available for the contract. (Include copies of logbooks or other ownership documents). i.e. (Hoist, Cranes, Lorries, Pickups, hoist machine, pumps, and any other relevant equipment).	10
b)	Submit a draft methodology and program of works in the form of a bar chart which shall form part of the contract if the bid is accepted. Any change in the program or schedule shall be subjected to the approval of the Client	20
<b>4</b>	<b>Qualification and Experience of Key Technical Personnel</b>	

	<p>Provide detailed proposal of key technical members for the proposed project, copies and CV of the proposed team, Enclose detailed certificate.</p> <ul style="list-style-type: none"> <li>• Project Manager (Minimum qualification is degree in related engineering field) – 5 points.</li> <li>• Site Agent (Minimum qualification is diploma in related engineering field) – 5 points.</li> <li>• Supervisors (Minimum qualification is diploma in related engineering field) – 5 points.</li> <li>• Foreman (Minimum qualification is diploma in related engineering field) – 5 points.</li> </ul>	20
5	<b>Litigation History</b>	
	<p>Attach list of disputes, name of contract, type of resolution method, date of dispute, settlement and amount in dispute if any. Please note that this will be verified independently and non-disclosure found out shall lead to disqualification of tender.</p>	5
	<b>Total Marks</b>	<b>100</b>

## **SECTION IV – SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES/SCHEDULE OF RATES**

### **1. SPECIFICATIONS**

#### **EQUIVALENCY OF STANDARDS AND CODES**

Wherever reference is made in the contract to specific standards and codes to be met by the materials, Plant and other supplies to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards which ensure a substantially equal or higher performance than the standards and codes specified will be accepted subject to the Supervisor's prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Supervisor at least 28 days prior to the date when the Contractor desires the Supervisor's approval. In the event the Supervisor determines that such proposed deviations do not ensure substantially equal



performance, the Contractor shall comply with the standards specified in the docu

## **VOLUME 3 - PART II**

### **SPECIAL SPECIFICATIONS**

This Special Specifications should be read in conjunction with the Standard Specifications.

The method of measurement for each scope of the works shall be as laid out in the Standard specification unless altered or added to in these Special Specifications.

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## **SECTION 1 – SITE CLEARANCE AND TOPSOIL STRIPPING**

### **SITE CLEARANCE**

#### a) General

The site shall be cleared to the extent directed by the Supervisor, generally for a width extending for a distance of 2m outside of the limits of the designed earthworks.

The existing road and cleared drains shall not be measured within the width to be cleared.

#### a) Removal of Trees.

The Contractor shall take care not to uproot or damage trees which are within the road reserve but outside the construction width. After the Contractor has staked out the extent of the road, the Engineer, with the assistance of the Contractor, shall mark out the trees to be removed. After removal, the trunks and branches of these trees shall be cut up into pieces not more than 2.0 m in length, transported and neatly stored at the nearest Ministry of Roads and Works camp, or otherwise in a position to be indicated by the Engineer.

No additional payment shall be made for complying with this requirement and it is deemed the Contractor will have included its cost in the rates for site clearance.

### **REMOVAL OF TOPSOIL**

Topsoil shall be removed only in areas instructed by the Supervisor.

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

Removal of structures includes drainage structures (concrete side drains, pipes, culverts, box culverts, etc.)

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

## **SECTION 2 - EXCAVATION AND FILLING FOR STRUCTURES**

### **BACKFILLING FOR STRUCTURES**

Unless otherwise instructed by the Supervisor all backfilling material shall be compacted to a minimum of 100% MDD (AASHTO T99).

### **EXCAVATION FOR RIVER TRAINING AND NEW WATERCOURSES**

Add the following:

Payments for river training and establishment of new watercourses shall only be made where such work constitute permanent works. Work done for road deviation or other temporary works shall not qualify for payment under the item for river training.

### **STONE PITCHING**

Add the following:

Stone pitching to drains, inlets and outlets of culverts, to embankments and around structures shall consist of sound un-weathered rock approved by the Supervisor. All pitching stone shall, when soaked, be capable of withstanding a crushing stress of  $20\text{N/mm}^2$ . The stone as dressed shall be roughly cubical in shape with minimum dimensions of 150mm x 150mm for normal thickness of stone pitching.

The surface to receive the pitching shall be compacted and trimmed to slope and the stone laid, interlocked and rammed into the material to give an even finished surface.

In areas where the pitching has been damaged, the Contractor shall identify such areas and notify the Supervisor for his agreement of the extent of the works required and his approval and instructions to proceed with the works. Stone pitching repair and reconstruction shall be carried out in accordance with clause 710 of the Standard Specification. The work shall involve removal of the damaged stone pitching and reconstruction of the said areas in accordance with section 7 of the Standard specification.

### **RIP-RAP**

Add the following at the end:

Quarry waste or similar approved material shall be used to backfill scoured and eroded side, outfall or cut-off drains. The material shall be compacted to form a flat or curved surface preparatory to stone pitching of drainage channels, existing and new scour checks as directed by the Supervisor.

The surface to receive the pitching shall be compacted and trimmed to slope and the stone hand laid, interlocked and rammed into the material to give an even finished surface. The interstices of the pitching shall be rammed with in-situ material. The in-situ material immediately behind the pitching shall be compacted to minimum density of 100% MDD (AASHTO T99).

## **SECTION 3 - BITUMINOUS SURFACE TREATMENTS AND SURFACE DRESSING**

### **MATERIALS FOR PRIME COAT AND TACK COAT**

- i) Prime coat shall be MC30 and shall be applied over the full width of the surface of the course to receive the first layer of bituminous material.
- ii) Tack coat shall be K1-60 or K1-70. A tack coat shall be applied over the full width of the surface of each bituminous material to receive a further bituminous layer. A tack coat shall also be applied to any prime coat, which has lost its adhesive properties due to contamination or long exposure or weathering before receiving the bituminous layer. Such an application shall be made without additional expense to the Employer unless it is required due to reasons outside the Contractor's control.

### **SPRAYING OF PRIME COAT AND TACK COAT**

The rate of application of prime coat shall be 0.8 to 1.2 litres/m<sup>2</sup>. The exact quantity to be applied may be varied within these limits to suit field conditions and will be determined from trials by the Contractor and approved by the Supervisor.

The rate of application of the tack coat on bituminous surfaces shall be 0.3 to 0.8 litres/m<sup>2</sup>. The exact quantity to be applied may be varied within these limits to suit field conditions and will be determined from trials by the Contractor and approved by the Supervisor.

## **SURFACE DRESSING**

### **MATERIALS FOR SURFACE DRESSING**

The Contractor shall take full responsibility for the design and construction of all surface dressings. They shall, however, be constructed using the material specified below. The proposed designs and construction procedures shall be presented to the Supervisor for approval prior to the commencement of any surface dressing work on any section of the road.

(a) Binder

The binder for Surface Dressing shall be 80/100 penetration grade bitumen, blended with kerosene to the satisfaction of the Supervisor. The blending proportions shall be agreed with the Supervisor based on results of blending trials carried out by the Contractor.

(b) Chippings

Chippings shall be Class 1 and shall comply in all respects with clause 1502C of the Standard Specification. The Contractor's

attention is drawn to clause 1501C of the Standard Specification with regard to cleanliness and dust content of chippings for surface dressing. Should it prove necessary in the Supervisor's opinion to wash chippings, no separate payment will be made to the Contractor for this operation.

#### **RATE OF APPLICATION OF BINDER AND CHIPPINGS**

Change the first paragraph to read:

"The rate of spray of binder and the rate of spread of chippings shall be instructed by the Supervisor after carrying out the necessary tests and trials by the Contractor.

#### **PRECOATED CHIPPINGS**

Unless otherwise directed by the Supervisor, chippings utilized for surface dressing works under this contract shall be pre-coated in accordance with clause 1505C of the Standard Specification. The binder used for pre-coating chippings shall be MC 30 cut-back bitumen.

The amount of bituminous binder used to pre-coat chippings will be as instructed by the Supervisor and will normally be between 0.4% and 1.0% residual bitumen as percentage of the total dry weight.

Prior to laying precoated chippings the Contractor shall prepare trial mixes of bitumen and chippings in the presence of the Supervisor. After completion of trials the Supervisor shall agree with the Contractor on the mix to be used, and the Contractor shall maintain this mix unless otherwise instructed. If there is a change in the source or character of the chippings, new trials shall be carried out and new mix proportions agreed.

#### **AFTERCARE AND CONTROL OF TRAFFIC**

Surface dressing shall not be trafficked for at least seven days or as determined on site by the Supervisor. Where the surface dressing is to be applied to new asphaltic concrete, a period of 60 to 90 days or any other period approved by Supervisor must elapse before commencing the surface dressing, subject to satisfactory probe test.

#### **MEASUREMENT AND PAYMENT**

(c) Item    Precoated Chippings

Unit: m<sup>3</sup> of each nominal size

Precoated chippings shall be measured and paid by the cubic meter of each nominal size calculated as the product of the area in square meters instructed to be covered and the reciprocal of the instructed rate of application in m<sup>2</sup> per m<sup>3</sup> or the actual rate of application in m<sup>2</sup> per m<sup>3</sup> whichever gives the lower volume.

The rate for precoated chippings shall include for the cost of providing and hauling the chippings and the binder, precoating the chippings at the



instructed rate, spreading and rolling the chippings, all hauls as necessary and complying with Parts A and C of the Specification.

#### **CONTRACTOR'S RESPONSIBILITY FOR SURFACE DRESSING WORK**

The Contractor shall be responsible for the performance of the surface dressing seals.

The finished surface of seals, after opening to traffic for a period of not less than three weeks and after the removal, by brushing, of all loose chippings, shall present a uniform texture throughout, without areas of chipping loss nor areas or bands of excess chippings.

If, over any 100m length of a lane of the carriageway or of a shoulder, the surface of the seal is generally uniform but less than 95% and more than 90% of the weight of chippings, approved following the site trials, is retained in the seal under consideration, the Contractor shall only be paid for 75% of the full cost of the seal including the cost of the first seal (excluding the prime coat), if the seal under consideration is the second seal.

If the chippings retained are less than 90%, of the weight of chippings approved following the site trials, within any 100m length of a lane of a carriageway or of a shoulder or if in the opinion of the Supervisor the surface is not uniform, the Contractor shall remove the seal, including the first seal if the defective seal is the second one, expose the surface of the wearing course or base as the case may be and then reconstruct the seals, with a new prime coat or tack coat if considered necessary by the Supervisor, all at the Contractor's expense.

If bleeding occurs within one or more of the wheel paths, or elsewhere, at any time up to the end of the Defects Liability Period, the Contractor shall remove the seal, including the first seal if the defective seal is second one, expose the surface of the wearing course or base as the case may be and then reconstruct the seals, with a new prime coat or tack coat if considered necessary by the Supervisor, all at the Contractor's expense. The length of surfacing to be reconstructed shall be determined by the supervisor on the basis of the construction records and the gradient of the section of road, but in general will consist of one or more complete construction runs. Localised reconstruction of bleeding areas within a construction run will not be permitted unless the cause of bleeding can be associated with a particular isolated feature of the construction such as fuel spillage or similar.

When reconstruction is being carried out the Contractor must take care not to damage adjacent surfacing or other parts of the permanent works. Any such items that are damaged shall be replaced, as instructed by the Supervisor, by the Contractor at the contractor's expense.

## **SECTION 4 - BITUMINOUS MIX BASES, BINDER COURSES AND WEARING COURSES**

### **PART A - GENERAL**

#### **CONSTRUCTION PLANT**

##### **(a) Compaction plant**

A number of roller types should be available, and from pre-construction trials the Contractor should determine the best combination of rollers, number of passes of each, for vibratory rollers the optimum settings for the frequency and amplitude of vibration, and any limitations which must be applied to rolling temperatures.

#### **TRANSPORTING THE MIXTURE**

The mix shall be transported from the mixing plant to the spreader in trucks having tight, clean, smooth beds, which have been treated to prevent adhesion of the mixture to the truck bodies. Gasoline, kerosene, diesel fuel or other solvents shall not be used for this purpose. Loads shall be covered by waterproof canvas or metal sheets during wet weather. Vehicles shall be insulated when the air temperature and/or length of haul make this necessary to maintain the temperature between the specified limits. Any loads wetted excessively by rain will be rejected. Hauling over freshly laid material will not be permitted.

#### **LAYING THE MIXTURE**

25mm Asphalt Type II surfacing on shoulders shall be laid first, followed by 50mm Asphalt Type I on the carriageway.

Mixtures that have a temperature of less than 135°C when dumped into the spreader shall be rejected. The spreader shall be adjusted and the speed regulated so that the surface of the laid layer shall be smooth and of such depth that, when compacted, it will conform to the cross-section shown on the Drawings.

#### **COMPACTION**

Tests for conformity with the smoothness and levels specified shall be made by the Contractor immediately after initial compaction and any deviations in excess of the specified tolerances shall be corrected by loosening the hot surface with rakes and removing or adding material as necessary before continuing the rolling.

The speed of the rollers shall not exceed 5 km/h and shall at all times be slow enough to avoid displacement of the hot mixture. Any displacement of the mixture occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once by loosening the surface with rakes and re-rolling. Rolling of the surfacing shall be

continued until all roller marks are eliminated and the required density is obtained.

The rollers shall not be permitted to stand on surfacing which has not been fully compacted. Precautions shall be taken to prevent the dropping of oil, grease, gasoline, or other foreign matter on any layer. The Contractor shall provide competent workmen who are capable of performing all work incidental to the correction of all surfacing irregularities.

After final rolling, no vehicular traffic of any kind shall be permitted for at least 12 hours.

#### **FINISHING, JOINTS AND EDGES**

All joints shall present the same texture, density and smoothness as other areas of the surfacing. The joints between old and new lanes or sections shall be carefully formed in such manner as to ensure a continuous bond between the old and new pavement.

The bitumen to be used for lightly painting the vertical faces of joints as described in paragraphs 2 and 4 of clause 1611A of the Standard Specification shall be 60/70 penetration grade bitumen.

Transverse joints in binder and wearing course shall be staggered by at least 500mm.

## ASPHALTIC CONCRETE FOR SURFACING

### MATERIALS FOR ASPHALT CONCRETE

#### (a) Penetration grade bitumen

Bitumen for asphalt concrete shall be 60/70 penetration grade.

#### (b) Aggregate

Coarse aggregate shall be class 'a' and shall comply with the requirements given in Table 16b-1(b):

The coarse aggregate shall be entirely crushed rock. Crushed river gravel shall not be used.

**TABLE 16B-1(b) Requirements for coarse aggregate**

<b>Coarse Aggregate (retained on a 6.3 mm sieve)</b>	
Test	Maximum value
LAA	35
ACV	28
SSS	12
FI	25

Aggregates for bituminous mixes shall be stored in single sizes in separate bins or in areas covered with tightly laid wood planks, sheet metal, hard compact gravel, concrete or other hard and clean surfaces. The surfaces shall be self-draining, and in such a manner that will preclude the inclusion of foreign material. Aggregates of different grades and sizes and from different sources shall be stored in separate piles, and if these piles are close together they shall be separated by bulkheads.

#### GRADING REQUIREMENTS

The grading mixture of coarse and fine aggregate shall be within and approximately parallel to the grading envelopes as given in Table 16B-1(a) for 0/20 binder course.

**TABLE 16B-1 GRADING REQUIREMENTS FOR ASPHALT CONCRETE****For Carriageway**

Sieve size (mm)	Percentage by weight passing
	Type 1
	Wearing course(Binder Quality)
	0/20
28	100
20	90-100
14	75-95
10	60-82
6.3	47-68
4	37-57
2	25-43
1	18-32
0.425	11-22
0.300	9-17
0.150	5-12
0.075	3-7

The Contractor shall investigate a number of gradings so that a workable mix, which also retains a minimum of 3% voids in mix (VIM) at refusal density, is identified.

#### 1604B REQUIREMENTS FOR ASPHALT CONCRETE

The mixture shall comply with the requirements given in Table 16B-2 when compacted and tested under the Marshall procedure; and shall ensure minimum 3% VIM when compacted to refusal.

**TABLE 16B-2 REQUIREMENTS FOR ASPHALT CONCRETE**

Asphalt Type	No. of blows Marshall compaction	Minimum Stability (kN)	Flow (mm)	Air voids in total mix (%)

Binder Course	75	9	2-4	3-7
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**For Shoulders**

Sieve (mm)	Percentage by weight passing	
	Type II	
	Wearing course	
	0/10	
14	100	
10	90 – 100	
6.3	62 – 90	
4	50 – 80	
2	35 – 65	
1	25 – 50	
0.425	14 – 33	
0.300	11 – 27	
0.150	6 – 17	
0.075	3 – 8	

The mixture shall comply with the requirements given in Table 16B-3 when compacted and tested under the Marshall procedure.

**TABLE 16B-3 REQUIREMENTS FOR ASPHALT CONCRETE  
TYPE II**

Asphalt Type II	No. of blows Marshall compaction	Minimum Stability (kN)	Flow (mm)	Air voids in total mix (%)
Wearing Course	50	4 - 7	2-5	3-8

The proportions of the aggregates and bitumen content of the working mix will be instructed by the Supervisor following laboratory and site trials.

In the laboratory trials, a Marshall test programme shall first be carried out in order to determine the suitability of the coarse aggregate source. A grading conforming to the Type 1 Binder Course (0/20) detailed in Table 16B-1 of this Specification shall be used in the Marshall test programme

(but with 100% passing the 25 mm sieve for carriageway aggregate and 10 mm for shoulder aggregate), and it should produce a mix complying with the requirements of Tables 16B-2 and 16B-3 of this Specification respectively.

Having established the suitability of the aggregate source, several gradings complying with the requirements of Table 16B-1 of this Specification shall be tested in the laboratory to establish relationships between bitumen content and VIM at refusal density. For each grading, samples of asphalt mix will be made to a range of bitumen contents (at the bitumen content which gives 6 per cent VIM in the Marshall test and then at decreasing increments of not more than 0.5 per cent), and compacted to refusal using a vibrating hammer compactor in accordance with BS 598 (Part 104: 2005). Each compacted sample shall then be tested to determine its bulk density and maximum specific gravity, and then VIM. From the bitumen content-VIM relationship it will be possible to identify a bitumen content which corresponds to a VIM of 3% for each grading. The workability, of each mix, at that bitumen content is to be visually assessed by the Contractor and the Supervisor.

Field compaction trials will be undertaken on three or more of the most workable mixes as assessed from the laboratory trials. The mixes identified for compaction trials should be manufactured to the laboratory design bitumen content (giving 3% VIM at refusal density) and to two other bitumen contents of 0.5% and 1.0% above the optimum, and the mixes will be compacted in the trial lengths. Cores will be cut to determine the density of the compacted material. The core will then be reheated to 145+/- 5°C in the appropriate mould, compacted to refusal in the vibrating hammer test and its density determined. To be acceptable the cores cut from the compaction trial must have a density equivalent to at least 95 % of refusal density.

The field compaction trials will confirm the maximum binder content which allows 3% VIM to be retained, and hence identify a workable mix that can be made to a bitumen content which gives 3% VIM at refusal density and be compacted to a satisfactory density.

#### **MIXING AND LAYING ASPHALT CONCRETE**

The temperature of the bitumen and aggregates when mixed shall be 110 ± 3°C above the softening point (Ring and Ball) of the bitumen.

Compaction shall commence as soon as the mix can support the roller without undue displacement of material and completed before the temperature of the mix falls below 90°C.

The mixing and placing of asphalt concrete must be carried out only under favorable weather conditions. Mixing and placing of asphalt concrete will not be allowed if the moisture content of aggregate affects the uniformity of temperature, or if free water is present on the working

surface. Mixing shall not be allowed to take place more than two hours before placing begins unless provision had been made for storing. Storage of mixed materials will only be permitted in insulated hot mix bins. In any case storage will not be permitted for a period longer than 12 hours after mixing, unless otherwise approved by the Supervisor.

**COMPACTION**

Rolling shall be continued until the voids measured in the completed layer are in accordance with the requirement for a mean density of 95 per cent of refusal density (with no value less than 93 per cent).



## **SECTION 17 – CONCRETE WORKS**

### **MATERIALS FOR CONCRETE**

(b) Replace the first 3 lines with the following:

Cement shall comply with the following Kenya Standards:

KS1725: 2001 CEM 1 42.5 N for Ordinary Portland Cement.

### **DESIGN OF CONCRETE MIXES**

(a) Classes of Concrete

Concrete classes shall be 15/40, 20/20, 25/20, 30/20, 40/20. The performance shall conform to table 17-1 of the Standard specification.

(b)(ii) Classes of Concrete

The cement content shall not be less than:

- Class 15/40: 270kg/m<sup>3</sup>
- Class 20/20: 300kg/m<sup>3</sup>
- Class 25/20: 300kg/m<sup>3</sup>
- Class 30/20: 300kg/m<sup>3</sup>
- Class 40/20: 320kg/m<sup>3</sup>

### **REINFORCEMENT FOR CONCRETE**

Reinforcement shall comply with the following British Standards:

- BS 4461: mild steel reinforcement bars, diameter less than or equal to 16mm
- BS 4461: mild steel reinforcement bars, diameter greater than 16mm
- BS 4449: High yield steel reinforcing bars, diameter less than or equal to 16mm
- BS 4449: High yield steel reinforcing bars, diameter greater than 16mm

## **SECTION 20 - ROAD FURNITURE**

### **ROAD RESERVE BOUNDARY POSTS**

Road Reserve boundary posts shall be 1.2m long reinforced concrete post with 150x150mm cross-section founded on 450x450x350 mass concrete as shown on the drawings.

### **ROAD MARKING**

#### (a) General

1. 2005 a) ROAD MARKING PAINT: Paint for road marking shall be hot applied thermoplastic paint complying with KS 2157 – 1:2009 specifications. The drop on Ballotini beads shall comply with type B of the AS/NZS 2009: 2006. All the materials must be tested and approved before they are used.

The equipment to be used should meet the following key specifications:-

– Method of application must be pressurized and the selection of the line width and thickness be operated by computer.

A trial section with all the tested and approved materials of at least 300m length must be undertaken and monitored. The trial section shall be approved before the commencement of the road marking with these approved materials.

The dimensions of the marked lines will be in accordance to the Design Manual for Roads and Bridges, Part 5b, Road Markings.

2. 2005 b) ROAD STUDS (CATS EYES): The road studs must comply with the requirements of night visibility, impact resistance and compressive strength in the Ministry of Roads' specifications.

The dimensions of the studs shall be in accordance to the specifications as in the Design Manual for Roads and Bridges, Part 5b, Road Markings.

All the studs must be tested and approved before they are used.

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

The Contractor shall forward samples of all paint intended for application to Materials Department, Ministry of Roads at least seven months before the date of the application for testing and approval.

### **GUARDRAILS**

Under (a) (ii), Posts, add:

Contrary to the Standard Specification, guardrail posts shall be of steel section set vertically at least 1.7m into the shoulder as directed by the Supervisor.

Beams for guardrails shall be obtained from a manufacturer approved by the Supervisor.

Steel sections for posts placed above box culverts shall be IPE 140 or as otherwise directed by the Supervisor. The steel shall conform to AASHTO M183. Galvanising shall be in accordance with AASHTO M111.

Add the following at the end:

(e) Reflectors on guardrails:

As shown on the drawings reflectors of approved quality shall be placed on guardrails.

### **KERBS**

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

The transition between flush kerb and raised kerb (e.g. at bus-bays shall be termed ramped kerb. The ramped kerb shall consist of 2 units of raised kerb as shown on the drawing, thus the transition occurs over 2.0m.

### **TREES**

Trees will be planted according to the advice given by the Forest Office and the rate shall allow for transportation to site, planting as directed by the Supervisor, watering, and protection until the end of the Defects Liability period.

The minimum size of seedling to be planted shall be determined in liaison with the District Forest Officer and shall be to the approval of the Supervisor.

Immediately after planting, the Contractor shall install a protective cage around each seedling. The cage shall be 1.80m high overall, with 0.30m installed in the ground and 1.50m above the ground level. The cage shall consist of five timber vertical members each of 50mm diameter, set out on a circle of 0.5m diameter. Ten cane horizontal hoops shall be connected to the vertical members at 150mm centres vertically. Each connection shall be effected by at least four loops of sisal string, approximately knotted off. The cage shall be maintained to the end of the Defects Liability Period, at which time it shall be removed and discarded. Early removal shall be required for any cage seen to strangle its tree.

### **REFLECTIVE ROAD STUDS**

The Contractor shall supply and install approved reflective road studs (cat eyes) in accordance with the Manufacturer's specification and to the spacing instructed by the Supervisor.

Yellow reflective cat eyes are to be installed on the centreline between opposing traffic flows and white reflective cat eyes to define the edges of carriageways and to separate traffic lanes as directed by the Supervisor. The cat eyes shall have reflectors on two sides.

Cat eyes shall be measured by the number instructed. The rate shall include for the cost of provision and transport of all materials, preparation of the road surface, application of adhesive and full compliance with the manufacturer's instructions.

### **ROAD HUMPS**

Where shown on the drawings or directed by the Supervisor, the Contractor shall provide, place, trim, shape and compact to line and level road humps.

Road humps shall be constructed in Asphaltic concrete or concrete class 20/10 to the dimensions shown on the drawings or directed by the Supervisor.

Road humps should be painted with white thermoplastic paint 45° diagonal strips as shown on the drawings.

### **RAISED ZEBRA CROSSING**

Where shown on the drawings or directed by the Supervisor, the Contractor shall provide, place, trim, shape and compact to line and level raised zebra crossing.

### **SERVICE DUCTS**

Where instructed by the Supervisor, the Contractor shall construct services ducts beneath the carriageway and shoulders/footpaths. The ducts shall consist of 300mm PVC or 450mm diameter concrete pipes as directed by supervisor. The minimum clearance between the road formation and the top of the duct surround shall be 100mm.

### **DUCT MARKER POSTS**

Duct markers shall be installed by the Contractor at each end of the service ducts provided under clause 2015. The duct marker shall be located immediately beyond the outer edge of the shoulder or footpath and as close to the line of the duct as physical constraints permit. Where several ducts are laid side by side, only one duct marker post will be necessary. The duct marker posts shall be constructed as shown on the Drawings and shall be clearly and durably marked on the side facing away from the road. The marker post shall be inscribed "X ducts" where X is the number of ducts laid in the group marked by the marker post.

#### **CULVERT MARKER POSTS**

Culvert markers shall be installed by the Contractor at each end of culverts constructed along the project road. The culvert marker shall be located immediately beyond the outer edge of the shoulder or footpath and as close to the line of the culvert as physical constraints permit. Where several culverts are laid side by side, only one culvert marker post will be necessary. The marker post shall be inscribed " X culverts" where X is the number of culvert laid in the group marked by the marker post.

#### **BOLLARDS**

Where shown on the Drawings or instructed by the Supervisor, the Contractor shall construct permanent bollards. The bollards shall be 150mm precast concrete using a class of concrete as shown on the drawings.

#### **CHANNEL BLOCKS**

The Contractor shall provide, lay and joint 125x100mm channel blocks to roads, footpaths and shoulder as shown on the Drawings or instructed by the Supervisor.

#### **MEASUREMENT AND PAYMENT OF ITEMS 2012 TO 2020**

(a) Item: Reflective road studs

Unit: No

Reflective road studs shall be measured by the number instructed. The rate shall include for the cost of provision and transport of all

materials, preparation of the road surface, application of adhesives and full compliance with the manufacturer's instructions.

- (b) Item: Road humps

Unit: m

Road humps shall be measured by the length installed. The rate shall include for provision, installation and compaction to the satisfaction of the Supervisor and removal of surplus material.

- (c) Item: Raised zebra crossing

Unit: m

- (d) Item: Service ducts

Unit: m

Service ducts shall be measured by the meter as the length of duct installed as per the Supervisor's instructions. The rate shall include for providing all materials, excavation, installation of PVC ducts, backfilling to the formation level, compact, all in accordance with clause 2015.

- (e) Item: Duct Marker Post

Unit: No

Duct marker posts shall be measured by the number instructed. The rate shall include for provision and installation of posts, all excavation and backfill, compaction to the satisfaction of the Supervisor.

- (f) Item: Culvert marker post

Unit: No.

Culvert marker shall be measured by the number instructed. The rate shall include for provision and installation of posts, all excavation and backfill, compaction to the satisfaction of the Supervisor.

- (g) Item: Bollards:

Unit: No

Bollards shall be measured by the number instructed. The rate shall include for provision and installation of bollards, all excavation and backfill, compaction to the satisfaction of the Supervisor.

(h) Item: Channel blocks

Unit: m

## SECTION 27 – CONCRETE BLOCK PAVING

### GENERAL

This section includes:

- Interlocking concrete paver units (manually installed)
- Bedding and joint sand
- Edge Restraints

### DELIVERY, STORAGE AND HANDLING

#### Delivery;

Materials must be delivered in manufacturer's original unopened, undamaged containers packaging with identification labels intact. Concrete pavers are to be delivered to site in steel banded or plastic wrapped packaging capable of transfer by fork lift or clamp lift.

#### Storage and protection;

Materials must be stored and protected such that they are kept free from mud, dirt and other foreign materials. Concrete paver cleaners and sealers are to be stored as per manufacturer's instructions.

### INTERLOCKING CONCRETE PAVERS

Precast concrete blocks shall comply with the requirements of BS EN 1338

Precast concrete paving blocks shall be chamfered and shall conform to BS EN 1338 and the shape, dimensions, tolerances, colors and performances and classes required are as described below.

Shape:	Rectangular
Sizes:	200mm x 100mm x 100mm
Color:	Grey
Pattern:	Herringbone



Precast paving blocks shall be laid in accordance with BS 7533-3.

#### **EDGE RESTRAINT**

Edge restraints shall be provided around the complete area of blocks.

Temporary restraints must be provided to prevent paving units moving during construction or for areas that cannot be completed for some time.

Edge restraints may be formed by existing structures, kerbs, channels, blocks set on concrete, etc. Edge restraints shall be capable of preventing the loss of bedding sand and the sideways movement of blocks, and of supporting anticipated traffic loads.

#### **BEDDING AND JOINTING MATERIAL**

The bedding sand materials shall comply with the grading requirements specified below.

<b>Sieve size (mm)</b>	<b>Percentage by mass passing (%)</b>
8	100
6.3	95 – 100
4	85 – 99
0.5	30 – 70
0.063	0 – 1.5

The jointing sand shall be clean, hard, non-plastic, and free from deleterious matter and silt, symmetrically shaped, natural or manufactured from crushed rock.

Stone dust, mason dust and limestone screenings shall not be used. The jointing material (sand) shall conform to the grading requirements as specified below:

<b>Sieve size (mm) passing (%)</b>	<b>Percentage by mass</b>
--	---------------------------

2	100
1	85 – 99
0.5	55 – 100
0.063 (fines content)	0 – 2

**PAVEMENT LAYERS**

The contractor shall ensure that materials for sub-grade, sub-base and base and their processing shall comply with the requirements of the Standard and Special Specifications.

The surface levels for each layer shall not deviate from the design levels specified and tolerances stated below (27/07 and 27/08).

The finished base or sub-layer shall have, immediately before overlaying, a close-textured surface, free from compaction planes, ridges, cracks or loose material and show no movement under the compaction plant. The contractor shall proceed with the laying of bedding sand and interlocking concrete pavers only after the sub-grade, sub-base and base conditions are approved and accepted by the Resident Engineer/Supervisor’s Representative.

Any drainage provided within the sub-layer shall be completed in conjunction with the sub-layer construction before the laying course is placed. Drainage inlets shall be protected with filter fabrics to prevent ingress of laying course material.

**LAYING**

**Paving units**

Concrete block paving units shall not be installed during heavy rain or on saturated sand.

Concrete block paving units shall be placed either mechanically or by hand, on the prepared laying course in the nominated pattern. String lines will be used to check alignment of paving blocks. Joint (bond) lines shall not deviate more than +/- 15mm in 15m. The order of laying which maintains an open face should be used. After final compaction the surface course must conform to the surface tolerance levels.

## **Cutting and Trimming**

Cut blocks should be incorporated at the perimeter of the pavement, at intermediate restraints and around obstacles. Sizes smaller than one quarter of the original plan size should be avoided. Blocks should be trimmed to fit after laying full paving blocks.

## **Joint filling**

Prior to commencing the joint filling process all debris must be swept off the pavement surface and the following checked for compliance:

Surface level tolerances:	+ 6 mm
Flatness of the pavement: 3m straight edge	10mm under
Difference in levels between blocks:	2 mm
Joint width: 2mm to mm and consistent	
Joints are correctly aligned: 15m	+/- 15mm in

There are no damaged or cracked Blocks

Necessary corrective action must be taken to ensure the pavement conforms to the specification.

Jointing material shall be brushed into the joints to completely fill the joints, followed by two or more applications of the vibrating plate compactor over the surface course. Additional jointing material shall be added to top up the joint as necessary after compaction.

No joints should be left unfilled and uncompacted at the completion of a days' work, except for areas less than 1 m from an unrestrained edge.

## **Compaction**

A plate compactor with minimum plate area of 0.25SM capable of 75KN per unit area of plate at a frequency of 65 – 100 Hz shall be used to bed the blocks into the laying course by making at least two passes.

Prior to compaction all debris must be removed from the surface. Compaction should not occur within 2m of unrestrained edges of paving units.

### **TOLERANCES OF SURFACE LEVEL AND SURFACE REGULARITY**

The maximum permissible deviations from the design level of the different layers are

Sub-base:

+5mm, - 10m

Road base:

+5mm, -10mm

\*Laying course (bedding sand) 40mm thickness: -5mm, +10mm

Surface course:

+ 6mm

The bedding sand must not be used as a leveling course to fill voids in the base surface as this will lead to subsequent settlement. Before commencement of the block laying, the preceding work i.e. base construction and edge restraints shall be checked to ensure they are in compliance with the tolerances stated above. Particular attention shall be paid to the levels and tolerances to ensure that when the block layer is completed the sand laying course nowhere exceeds 50mm in thickness.

The absolute maximum thickness of bedding sand layer shall be 50mm. Where this thickness is exceeded the contractor will scarify, add material, shape and recompact the base layer at his own expense to ensure compliance.

Where blocks are laid abutting drainage channel and outlets for pedestrian areas or fittings, the surface of the blocks shall be between 3mm and 6mm above the channel or fitting.

Where blocks are laid abutting gullies or drainage fittings, the surface of the blocks shall be between 5mm and 10mm above the gully grating and frame.

**MEASUREMENT AND PAYMENT**

Item: Interlocking concrete block paving

Unit: m<sup>2</sup>

Interlocking block paving shall be measured by the square meter of the finished pavement area.

The rate shall include for provision of all materials, including precast concrete paving blocks, bedding sand, edge restraints, cutting & shaping of concrete blocks around the periphery of the pavement area, as necessary, to comply with the construction drawings.

The rate shall also include for compaction of bedding and all measures required to produce the finished paved areas within the tolerances specified.

## II BILL OF QUANTITIES/SCHEDULE OF RATES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (SHS)
<b>1.0</b>	<b>BITUMINOUS SURF. TREAT.&amp; S DRESSING</b>				
	<i>(This includes parking Through Gate A (600m<sup>2</sup>), Access road from Gate B to Genset House and store(540m<sup>2</sup>), Ngoingwa Store Access road (300m<sup>2</sup>).</i>				
1.1	Prepare surface of carriageway and repair areas, provide and spray MC-30 cutback bitumen at a rate of 0.8-1.2 lt/m <sup>2</sup> as prime coat	litres	1,728		
1.2	Prepare surface of repair areas provide and spray K1-60 bitumen emulsion as tackcoat or seal to repair areas at a spray rate of 0.8 - 1.0 L/m <sup>2</sup> as directed by the Engineer.	litres	1,440		
1.3	Provide, lay, and compact hand packed stone material including filling of voids with stone dust and watering for repair areas as directed by the Engineer.	m <sup>3</sup>	36		
1.4	Excavate, trim and clean potholes, failed and damaged areas of the carriageway and edges including cart to spoil the excavated materials	m <sup>3</sup>	15		
1.5	Provide, place and compact asphalt concrete Type 1 with 5 - 6 % nominal bitumen content by weight to total mix as wearing course on carriageway as directed by the Engineer	m <sup>3</sup>	51		
1.6	Provide place and compact Graded Crushed stone subbase for pavement, shoulders, parking lanes etc. (Provisional)	m <sup>3</sup>	27		
				<b>Sub-total 1</b>	<b>-</b>
<b>2.0</b>	<b>PAVING BLOCKS</b>				
	<i>Rear Parking Through Gate B</i>				
2.1	Remove and dispose damaged paving blocks around old treatment works.	m <sup>2</sup>	120		
2.2	Excavate 200mm thick layer to remove top soil for paving blocks near Electrical Office	m <sup>2</sup>	150		
2.3	Provide 600*600*50mm precast paving blocks along footpath around t-works laid on compacted sand and jointed using mortar	m <sup>2</sup>	270		
2.4	Supplying, providing and laying Random Rubble <b>stone pitching</b> of 230mm thick in with stone of size 150mm to 200mm size for embankments, berm slopes or horizontal surfaces	m <sup>2</sup>	120		
				<b>Sub-total 3</b>	<b>-</b>
<b>3.0</b>	<i>Ngoingwa Store loading Zone</i>				
3.1	Prepare ground for cabro, leveling and murrum to 300 mm depth	m <sup>2</sup>	800		
3.2	Supply and fix 80mm Cabro paving blocks	m <sup>2</sup>	800		
				<b>Sub-total 5</b>	<b>-</b>
<b>4.0</b>	<i>Sign Boards (Gate B entrance and Old Sewerage, Ngoingwa Tank &amp; Gate A entrance)</i>				
4.1	Sign Boards as per drawing and specification	No	4		
				<b>Sub-total 6</b>	<b>-</b>
				<b>TOTAL</b>	<b>-</b>
				<b>ADD 10% CONTINGENCY</b>	<b>-</b>
				<b>ADD 16% VAT</b>	<b>-</b>
				<b>Grand Total</b>	<b>-</b>

**SECTION V**  
**STANDARD FORMS**

**List of Standard Forms**

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

# FORM OF INVITATION FOR TENDERS

\_\_\_\_\_ [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 by you from \_\_\_\_\_

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

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

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

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

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

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

Yours faithfully,

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

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



# FORM OF TENDER

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

Dear Sir,

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

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

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

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

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



*(Amend accordingly if provided by Insurance Company)*

**LETTER OF ACCEPTANCE**  
**[letterhead paper of the Employer]**

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

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

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

Dear Sir,

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

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

Authorized Signature .....

Name and Title of Signatory .....

Attachment : Agreement

## FORM OF AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ (hereinafter called “the Employer”) of the one part AND \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ (hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

\_\_\_\_\_ (*name and identification number of Contract* ) (hereinafter called “the Works”) located at \_\_\_\_\_ [*Place/location of the Works*] and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs \_\_\_\_\_ [*Amount in figures*], Kenya Shillings \_\_\_\_\_ [*Amount in words*].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
  - (i) Letter of Acceptance
  - (ii) Form of Tender
  - (iii) Conditions of Contract Part I
  - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
  - (v) Specifications
  - (vi) Drawings
  - (vii) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

## FORM OF TENDER SECURITY

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

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

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers  
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

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

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

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

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



## **PERFORMANCE BANK GUARANTEE**

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

Dear Sir,

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

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

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

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

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

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

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

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

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



Address \_\_\_\_\_

Date \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

## **PERFORMANCE BOND**

By this Bond, We \_\_\_\_\_ of (or whose registered office is situated at] \_\_\_\_\_

as Principal (hereinafter called "the Contractor") and \_\_\_\_\_ of[or whose registered office is situated at] \_\_\_\_\_

as Surety (hereinafter called "the Surety"), are held and firmly bound unto

\_\_\_\_\_ of[or whose registered office is situated at] \_\_\_\_\_

as Obligee (hereinafter called "the Employer") in the amount of Kshs. \_\_\_\_\_ [amount of Bond in figures/Kenya Shillings

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

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

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

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

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to

pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

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

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

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

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

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

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

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

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

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

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

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

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

Address\_\_\_\_\_

Address\_\_\_\_\_

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_





## **BANK GUARANTEE FOR ADVANCE PAYMENT**

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

Gentlemen,

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

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

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

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

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

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

Yours faithfully,

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

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

Address \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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



# QUALIFICATION INFORMATION

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

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration: \_\_\_\_\_

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

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

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

Year	Volume	
	Currency	Value

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## **2 Joint Ventures**

- 2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner of the joint venture.
- 2.1 The information required in 1.11 above shall be provided for the joint venture.
- 2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.3 Attach the Agreement among all partners of the joint venture ( and which is legally binding on all partners), which shows that:
  - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
  - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

## **TENDER QUESTIONNAIRE**

Please fill in block letters.

1. Full names of tenderer;  
.....
2. Full address of tenderer to which tender correspondence is to be sent  
(unless an agent has been appointed below);  
.....
3. Telephone number (s) of tenderer;  
.....
4. Telex of tenderer;  
.....
5. Name of tenderer's representative to be contacted on matters of the tender  
during the tender period;  
.....
6. Details of tenderer's nominated agent (if any) to receive tender notices. This  
is essential if the tenderer does not have his registered address in Kenya  
(name, address, telephone, telex);  
.....  
.....

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

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





# **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

## *Part 1 – General*

Business Name .....

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

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

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

## *Part 2 (a) – Sole Proprietor*

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

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

Citizenship details .....

## *Part 2 (b) – Partnership*

*Give details of partners as follows:*

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

**DETAILS OF SUB-CONTRACTORS**

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

Failure to comply with this requirement may invalidate the tender.

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

[i] Full name of Sub-contractor and address of head office: .....

.....

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with Contract value: .....

.....

.....

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

(i) Full name of sub-contractor and address of head office: .....

.....

.....

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with contract value: .....

.....

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

\_\_\_\_\_  
Date



**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

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

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

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

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

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

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

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

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

SIGNED FOR ACCOUNTING OFFICER



**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
  - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
Board Secretary

