

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF MIGORI

**TENDER DOCUMENT FOR FRAME WORK CONTRACTS FOR
PROVISION OF MAINTENANCE OF ELECTRICAL, SOLAR
STREET LIGHTS, FLOOD LIGHTS AND DIGITAL ADVERTISING
BILL BOARDS AS AND WHEN REQUIRED, FOR TWO YEARS.**

TENDER NO: CGM/FA/116/2023-2025

**CLOSING DATE:
21ST MAY ,2024 10.00 AM LOCAL TIME**

**COUNTY GOVERNMENT OF MIGORI
P.O. BOX 195 -40400
SUNA-MIGORI
Email: procurement@migori.go.ke**

**FRAME WORK CONTRACTS FOR PROVISION OF MAINTENANCE OF ELECTRICAL, SOLAR STREET LIGHTS, FLOOD LIGHTS AND DIGITAL ADVERTISING BILL BOARDS AS AND WHEN REQUIRED, FOR TWO YEARS.
TENDER NUMBER: CGM/FA/116/2023-2025**

1. The **County Government of Migori**, invites sealed tenders for the **PROVISION OF MAINTENANCE OF ELECTRICAL, SOLAR STREET LIGHTS, FLOOD LIGHTS AND DIGITAL ADVERTISING BILL BOARDS TO COUNTY GOVERNMENT OF MIGORI AS AND WHEN REQUIRED BASIS, FOR A PERIOD OF TWO YEARS.**
2. Tendering will be conducted under Open National tender resulting into framework agreements using the PPRA standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information from the Website (www.migori.go.ke) and inspect the Tender Documents during normal office hours, at the Director Supply Chain Management Services office, County Government of Migori P.O. Box 195 -40400 Sunna-Migori.
4. A complete set of tender documents may be obtained by interested tenderers electronically from the County Government of Migori Website (www.migori.go.ke). Tender documents obtained electronically will be free of charge.
5. Tenderers who download the tender document must forward their particulars immediately to procurement@migori.go.ke for registration.
6. Address for Submission of Tenders.
Name of Procuring Entity: County Government of Migori
Mailing Address: Accounting Officer
County Government of Migori
P.O. Box 195 -40400 Suna-Migori.
Physical address: Migori County Government Offices.
7. Complete Tender Documents shall be dropped in the tender box located at County Government of Migori Headquarters in front of the Procurement building.
8. Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya Shillings and shall remain valid for **Seven Hundred and Thirty (730) days** from the closing/opening date of the tender
9. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
10. Completed tenders must be delivered to the address below on or before **21st May, 2024 at 10.00 a.m.** Electronic Tenders will not be permitted.

11. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at **The County Government Headquarters-Procurement building.**

Late tenders will be rejected.

Director Supply Chain Management Services

For: Accounting Officer, County Government of Migori

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

1.1 This tendering document is for the delivery of Non-Consulting Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the TDS.

1.2 Throughout this tendering document:

- a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) if the context so requires, "singular" means "plural" and vice versa;
- c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

2. Fraud and Corruption

2.1.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

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

2.1.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage

from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3. Eligible Tenderers

3.1.1 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender.

3.1.2 In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.

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

3.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
- b) receives or has received any direct or indirect subsidy from another Tenderer; or
- c) has the same - representative or ownership as another Tenderer; or
- d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
- e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or

- f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
- g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (I) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

3.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.

3.5 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.

I.A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's [website www.ppra.go.ke](http://www.ppra.go.ke)

II. Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (I) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support

from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.

- III. Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- IV. Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- V. Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**
- VI. The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempted in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.
- VII. A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods and Related Services

- 4.1 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.
- 4.2 For purposes of this ITT, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" include services such as insurance, installation, training, and initial maintenance.
- 4.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 4.4 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:
- a) motor vehicles, plant and equipment which are assembled in Kenya;
 - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
 - c) goods manufactured, mined, extracted or grown in Kenya.
- 4.5 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Sections of Tendering Document

- 5.1 The tendering document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1: Tendering Procedures

- I) Section I - Instructions to Tenderers (ITT)
- II) Section II - Tendering Data Sheet (TDS)
- III) Section III - Evaluation and Qualification Criteria
- IV) Section IV - Tendering Forms

PART 2: Supply Requirements

- I) Section V - Schedule of Requirements

PART 3 Conditions of Contract

- I) Section VI - General Conditions of Contract (GCC)

- II) Section VII - Special Conditions of Contract (SCC)

- III) Section VIII- Contract Forms

5.2 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.

5.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT 7.

5.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

6.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS **or** raise its enquiries during the pre-tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.

6.2 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of

the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

6.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

6.4 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

6.5 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

6.6 Clarification of Tendering Document

7. Amendment of Tendering Document

7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.

7.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.

7.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the of Tenders, pursuant to ITT 21.2.

C. Preparation of Tenders

8. Cost of Tendering

8.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

9. Language of Tender

9.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

10. Documents Comprising the Tender

10.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT11;
- b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
- d) Alternative Tender: if permissible, in accordance with ITT12;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
- f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
- g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
- h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;

- i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
- j) any other document required in the TDS.

10.2 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

10.3 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

11. Form of Tender and Price Schedules

11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

12. Alternative Tenders

12.1 Unless otherwise specified **in the TDS**, alternative Tenders shall not be considered.

13. Tender Prices and discounts

13.1 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.

13.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

13.3 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.

13.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.

13.5 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

13.6 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.

13.7 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.

13.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Price shall be entered in the following manner:

a) For Goods manufactured in Kenya:

i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable) final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; ii) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and **iii)** the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified **in the TDS**.

b) For Goods manufactured outside Kenya, to be imported:

- i) the price of the Goods, quoted CI named place of destination, in Kenya, as specified in **the TDS**;
- ii) the price for inland transportation, insurance, and other local services required to convey the

Goods from the named place of destination to their final destination specified **in the TDS**;

- c) For Goods manufactured outside Kenya, already imported:

- i) the price of the Goods, including the original import value of the Goods plus, any markup (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported; ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and **iv)** the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in **the TDS**.

- d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14. Currencies Tender and Payment

14.1 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.

14.2 The Tenderer shall quote in Kenya shillings. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.

14.3 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

15. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

15.1 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

- 15.2 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 15.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 15.4 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.
- 15.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

16. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 16.1 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 16.2 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
- a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;

- b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

17. Period of Validity of Tenders

- 17.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.
- 17.3 If the award is delayed by a period exceeding the number of days to be specified in the **TDS days** beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
- a) in the case of fixed **price contracts**, the Contract price shall be the tender price adjusted by the factor specified in **the TDS**;
 - b) in the case of adjustable **price contracts**, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18. Tender Security

- 18.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified in **the TDS, in** original form and, in the case of a Tender Security, **in** the amount and currency specified in **the TDS**.
- 18.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 18.3 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a letter of credit; or
 - v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 18.4 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section Veneering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.
- 18.5 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 18.6 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

- 18.7 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 18.8 The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b) if the successful Tenderer fails to:
 - I) sign the Contract in accordance with ITT 45; or
 - ii) furnish a Performance Security in accordance with ITT 46.
- 18.9 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 18.10 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.
- 18.11 A tenderer shall not issue a tender security to guarantee itself.

19. Format and Signing o Tender

- 19.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 19.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All

pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

19.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each member's legally authorized representatives.

19.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
 - i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and
 - ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

20.2 The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity.
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

- 20.3 Where a tender package or container cannot fit in the tender box, the procuring entity shall:
- a) Specify in the **TDS** where such documents should be received.
 - b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
 - c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.
- 20.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

21. Deadline for Submission of Tenders

- 21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.
- 21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Tenders

- 22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

23. Withdrawal, Substitution, and Modification of Tenders

- 23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies).

The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

23.3 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.

23.4 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

24. Tender Opening

24.1 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend b any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified **in the TDS**.

24.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

24.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

- 24.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.
- 24.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the TDS.
- 24.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 24.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
 - e) number of pages of each tender document submitted.
- 24.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

25. Confidentiality

- 25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 25.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 25.3 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

26. Clarification of Tenders

- 26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 30.

If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

27. Deviations, Reservations, and Omissions

- 27.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

28. Determination of Responsiveness

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT28.2.

- a) substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - a) if accepted, would:
 - I) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
 - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29. Non-conformities, Errors and Omissions

- 29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.
- 29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 29.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in **the TDS**. The adjustment shall be based on the average *price* of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

30. Arithmetical Errors

- 30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 30.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
 - c) if there is a discrepancy between words and figures, the amount in words shall prevail.
- 30.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

31. Conversion to Single Currency

31.1 For evaluation and comparison purposes, the currency(is) of the Tender shall be converted in a single currency as specified in **the TDS**.

32. Margin of Preference and Reservations

32.1 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.

32.2 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:

- a) motor vehicles, plant and equipment which are assembled in Kenya;
- b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
- c) goods manufactured, mined, extracted or grown in Kenya.

32.3 A margin of preference shall not be allowed unless it is specified so in the TDS.

32.4 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.

32.5 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the **TDS**. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

33. Evaluation of Tenders

33.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted.

By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) substantially responsive to the tender documents; and
- b) the lowest evaluated price.

33.2 Price evaluation will be done for Items or Lots (contracts), as specified in **the TDS; and** the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:

- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
- c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
- d) any additional evaluation factors specified in **the TDS and** Section III, Evaluation and Qualification Criteria.

33.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

33.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

33.5 The Procuring Entity's evaluation of a Tender will include and consider:

- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
- b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;

33.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the TDS **from** amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

34. Comparison of Tenders

34.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

35. Abnormally Low Tenders

35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.

35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

35.3 After evaluation of the price analysis, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

36. Abnormally High Tenders

36.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

36.5 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

36.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

37. Post Qualification of the Tenderer

37.1 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

38. Lowest Evaluated Tender

38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) Most responsive to the Tender document; and
- b) the lowest evaluated price.

39. Procuring Entity's Right to Accept Any Tender, and to Reject Any oral Tenders.

39.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

41. Notice of Intention to enter into a Contract

Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in
- d) above already reveals the reason; d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

42. Standstill Period

42.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

42.2 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

43. Debriefing by the Procuring Entity

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

43.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

44. Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity

shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter .

45. Signing of Contract

- 45.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 45.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 45.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

46. Performance Security

- 46.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
- 46.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next lowest Evaluated Tender.
- 46.3 Performance security shall not be required for a contract, if so specified in the TDS.

47. Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall publish and publicize the awarded contract at its notice boards, entity website; and on the Website of the Authority in manner

and format prescribed by the Authority. At the minimum, the notice shall contain the following information:

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

48. Procurement Related Complaint

The procedures for making a Procurement-related Complaint are as specified in the TDS.

SECTION II – TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	A. General
ITT 1.1	<p>The reference number of the Invitation for Tenders is: TENDER NUMBER: TENDER NO: CGM/FA/116/2023-2025.</p> <p>The Procuring Entity is: COUNTY GOVERNMENT OF MIGORI</p> <p>The name of the Contract is: PROVISION OF MAINTENANCE OF ELECTRICAL, SOLAR STREET LIGHTS, FLOOD LIGHTS AND DIGITAL ADVERTISING BILL BOARDS AS AND WHEN REQUIRED, FOR TWO YEARS.</p> <p>The number and identification of lots (contracts) comprising this Invitation for Tenders is: N/A</p>
ITT 2.3	The Information made available on competing firms is as follows: N/A
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: N/A
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: N/A
ITT3.7	A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be to be registered with N/A
	B. Contents of Tendering Document

ITT 6.1	<p>(a) Address where to send enquiries is: Email: procurement@migori.go.ke Director Supply Chain Management Services, County Government of Migori P.O. Box 195 -40400 Suna-Migori. to reach the Procuring Entity not later than within 7 days before submission.</p> <p>(b) The Procuring Entity publish its response at the website (www.migori.go.ke)</p>
	C. Preparation of Tenders
ITT 13.5	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.

ITT 13.8 (a) (I) and (iii)	Place of final destination: Point of use or as advised by End User Procuring Entity
ITT 13.8 (a) (iii)	Final Destination (Project Site): Point of use or as advised by End User Procuring Entity
ITT 13.8 (b) (I)	Named place of destination, in Kenya is Point of use or as advised by End User Procuring Entity
13.8 (c) (iv)	The place of final destination is Point of use or as advised by Procuring Entity
ITT 14.2	Foreign currency requirements not allowed.

ITT 15.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): N/A
ITT 16.2 (a)	Manufacturer's authorization is: Not Required
ITT 16.2 (b)	After sales service is: Not Required
ITT 17.1	The Tender validity period shall be 180 days.
ITT 18.1	A <i>Tender Security</i> Shall NOT be required.
ITT 19.1	In addition to the original of the Tender, the number of copies is: One (1) <i>copy</i>
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: POWER OF ATTORNEY [<i>insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender</i>].
	D. Submission and Opening of Tenders
ITT 20.3	A tender document that cannot fit in the tender box shall be received as follows: Physically and recorded in a register in the office of the Director Supply Chain Management Services

ITT 21.1	<p>For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p>Address for Submission of Quotations.</p> <p>Name of Procuring Entity: County Government of Migori</p> <p>Mailing Address: Director-Supply Chain Management Services, County Government of Migori P.O. Box 195 -40400 Suna-Migori.</p> <p>Physical address: Migori County Government Offices.</p> <p>The deadline for Tender submission is:</p> <p>Date: 21st May, 2024 at 10.00 a.m.</p> <p>tenderers Shall not have the option of submitting their Tenders electronically.</p>
ITT 24.1	<p>The Tender opening shall take place at:</p> <p>Attention: The Director Supply Chain Management Services, County Government of Migori</p> <p>Postal Address: P.O. Box 195 -40400 Suna-Migori., Kenya</p> <p>Physical Address: Migori County Government Offices-Procurement Block</p> <p>Date: 21st May, 2024 at 10.00 a.m.</p>
ITT 24.6	<p>The number of representatives of the Procuring Entity to sign is: As per the Tender Opening Committee; whereby, each Tender shall be initialed by all representatives and shall be numbered.</p>
E. Evaluation and Comparison of Tenders	
ITT 32.3	<p>A margin of preference and/or reservation <i>"shall not"</i> apply.</p>
ITT 33.1	<p>The Procuring Entity shall recommend more than one bid as per the provisions of Section 20 and 32 of the Public Procurement Amendment Act, 2022.</p>
ITT 32.5	<p>The invitation to tender is extended to the following group that qualify for Reservations N/A</p>

ITT 33.2	Price evaluation will be done for; Items quoted for - Supply and Delivery of Food and Rations on As and When Required, for Two Years.																						
ITT 33.2 (Samples)	Submission of samples NOT applicable for this tender.																						
ITT 33.2 (d)	<p>Additional evaluation factors are See Evaluation Criteria</p> <table border="1" data-bbox="499 410 1940 1206"> <tr> <td data-bbox="499 410 625 456">1.</td> <td data-bbox="625 410 1940 456">Certified copy of Certificate of Incorporation or Certificate of Registration</td> </tr> <tr> <td data-bbox="499 456 625 501">2.</td> <td data-bbox="625 456 1940 501">Copy of Valid copy of Current Tax Compliance Certificate</td> </tr> <tr> <td data-bbox="499 501 625 547">3.</td> <td data-bbox="625 501 1940 547">Certified copy of County Government Single Business Permit</td> </tr> <tr> <td data-bbox="499 547 625 631">4.</td> <td data-bbox="625 547 1940 631">Certified copy of certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date)</td> </tr> <tr> <td data-bbox="499 631 625 755">5.</td> <td data-bbox="625 631 1940 755">Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a binding contract.</td> </tr> <tr> <td data-bbox="499 755 625 839">6.</td> <td data-bbox="625 755 1940 839">Duly filled, signed and stamped Confidential Business Questionnaire Form - to establish that the bidder is not in any conflict of interest.</td> </tr> <tr> <td data-bbox="499 839 625 885">7.</td> <td data-bbox="625 839 1940 885">Duly filled, signed and stamped Form of Tender.</td> </tr> <tr> <td data-bbox="499 885 625 979">8.</td> <td data-bbox="625 885 1940 979">Duly filled, signed and stamped Certificate of Independent Tender Determination – to declare that the bidder has completed the tender without colluding with other tenderers.</td> </tr> <tr> <td data-bbox="499 979 625 1024">9.</td> <td data-bbox="625 979 1940 1024">Duly filled, signed and stamped SD 1 and SD 2 forms (attached).</td> </tr> <tr> <td data-bbox="499 1024 625 1118">10.</td> <td data-bbox="625 1024 1940 1118">Duly filled, signed and stamped - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.</td> </tr> <tr> <td data-bbox="499 1118 625 1206">11.</td> <td data-bbox="625 1118 1940 1206">Fill, Signed and Stamped Beneficial disclosure form</td> </tr> </table>	1.	Certified copy of Certificate of Incorporation or Certificate of Registration	2.	Copy of Valid copy of Current Tax Compliance Certificate	3.	Certified copy of County Government Single Business Permit	4.	Certified copy of certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date)	5.	Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a binding contract.	6.	Duly filled, signed and stamped Confidential Business Questionnaire Form - to establish that the bidder is not in any conflict of interest.	7.	Duly filled, signed and stamped Form of Tender.	8.	Duly filled, signed and stamped Certificate of Independent Tender Determination – to declare that the bidder has completed the tender without colluding with other tenderers.	9.	Duly filled, signed and stamped SD 1 and SD 2 forms (attached).	10.	Duly filled, signed and stamped - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.	11.	Fill, Signed and Stamped Beneficial disclosure form
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	<p>13 Detailed Company profile.</p> <p>14 Bidders must provide evidence of having supplied similar items in the last 3 years by providing copies of orders and award letters from the current major clients.</p>																						

	<p>15. Submit audited accounts for last 3years (2021,2022,2023) to demonstrate the current soundness of the bidder’s financial position and its prospective long-term profitability.</p> <p>16. Submission of detailed bank account information including a reference letter from your bank indicating the lines of credit that can be extended to the bidder including bank overdrafts facilities.</p> <p>17. All pages of both original and copy of the tender documents submitted MUST be sequentially serialized by the tenderers.</p>
ITT 33.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: N/A</p> <p>(a) Deviation in Delivery schedule: No.</p> <p>(b) Deviation in payment schedule: No.</p> <p>(c) the cost of major replacement component, mandatory spare parts, and service: N/A</p> <p>(d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender N/A</p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment N/A</p> <p>(f) the performance and productivity of the equipment offered; N/A</p>
	F. Award of Contract
ITT 46.3	Performance security if so required shall be in the sum of N/A
ITT 47	<p>The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: The Director, Supply Chain Management Services,</p>

Title/position: **The Director Supply Chain Management Services**

Procuring Entity: **County Government of Migori**

P.O. Box 195 -40400 Suna-Migori

Email address: procurement@migori.go.ke

In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of the Tendering Documents; and
2. the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the **ITT 14.3**. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.2 This section contains the criteria that the Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

2. Evaluation of Tenders (ITT 33)

2.1 Successful Tender or Tenders

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which has/have been determined to:

- a) be substantially responsive to the tender documents;
- b) offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and

- c) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected.

2.2 Evaluation of Tenders

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

MANDATORY REQUIREMENTS.

S/NO	Description	YES / NO
1.	Certified copy of Certificate of Incorporation or Certificate of Registration	
2.	Copy of Valid copy of Current Tax Compliance Certificate	
3.	Certified copy of County Government Single Business Permit	
4.	Certified copy of certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date)	
5.	Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a binding contract.	
6.	Duly filled, signed and stamped Confidential Business Questionnaire Form - to establish that the bidder is not in any conflict of interest.	
7.	Duly filled, signed and stamped Form of Tender.	
8.	Duly filled, signed and stamped Certificate of Independent Tender Determination – to declare that the bidder has completed the tender without colluding with other tenderers.	
9.	Duly filled, signed and stamped SD 1 and SD 2 forms (attached).	
10.	Duly filled, signed and stamped - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal .	
11.	Fill, Signed and Stamped Beneficial disclosure form	
12.	Detailed Company profile.	
13.	Bidders must provide evidence of having performed similar services in the last 3 years by providing copies of orders and award letters from the current major clients.	
14.	Submit audited accounts for last 3years (2021,2022,2023) to demonstrate the current soundness of the bidder’s financial position and its prospective long-term profitability.	

15.	Submission of detailed bank account information including a reference letter from your bank indicating the lines of credit that can be extended to the bidder including bank overdrafts facilities.	
16.	All pages of both original and copy of the tender documents submitted MUST be sequentially serialized by the tenderers.	

AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE PROCEEDING TO THE TECHNICAL EVALUATION PROCESS

PRICE EVALUATION

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3; and ITT 34 and its subparagraphs the following criteria shall apply:

2.2.1 Evaluation of Technical aspects of the Tender

The Procuring Entity shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

MARGIN OF PREFERENCE

- a. If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or seem processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.
- b. The margin of preference will be applied in accordance with, and subject to, the following provisions:
 - i. Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.
 - ii. After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi- processed in Kenya. Responsive tenders shall be classified into the following groups:
 1. **Group A:** Tenders offering goods manufactured in Kenya, for which
 - (a)labor, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and
 - (b)the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender submission date;
 2. **Group B:** All other Tenders offering Goods manufactured in Kenya;

3. **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.
- iii. To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labor, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.
- iv. The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
- v. All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.
- vi. If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.”

21. Post Qualification of Tenderers (ITT 37)

I. Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be considered and not of individual members nor

their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words "Similar Goods" have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

b. History of non-performing contracts:

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last *(specify years)*. The required information shall be furnished as per form CON-2].

c. Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph I (I) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.

4.6. Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last **N/A** *(specify years)*. All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SPECIFICATIONS AS PER THE ATTACHED SCHEDULE BELOW

GRID POWERED FLOODLIGHTS

NOTES FOR PREPARING SPECIFICATIONS

1. Specifications must be drafted to present a clear and precise statement of the required standards of materials and workmanship for tenderers to respond realistically and competitively to the requirements of the Employer and ensure responsiveness of tenders. The Specifications should require that all materials, plant and other supplies to be incorporated in the permanent Works be new, unused, of the most recent or current models and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.
2. There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in construction works, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.
3. Care must be taken in drafting Specifications to ensure they are not restrictive. In the specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized International Standards may also be used.
4. The Employer should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers. The Employer should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.
Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology and other relevant details. Technical alternatives permitted in this manner shall be

considered by the Employer each on its own merits and independently of whether the tenderer has priced the item as described in the Employer's design included with the tender documents

GENERAL SPECIFICATIONS OF MATERIALS AND WORKS

- 2.1 General
- 2.2 Standard of Materials
- 2.3 Workmanship
- 2.4 Procurement of Materials
- 2.5 Shop Drawings
- 2.6 Record Drawings
- 2.7 Regulations and Standards
- 2.8 Setting out Works
- 2.9 Position of Electrical Plant and Apparatus
- 2.10 M.C.B Distribution Panels and Consumer Units
- 2.11 Fused Switchgear and Isolators
- 2.12 Conduits and Conduit Runs
- 2.13 Conduit Boxes and Accessories
- 2.14 Labels
- 2.15 Earthing
- 2.16 Cables and Flexible Cords
- 2.17 Armoured PVC Insulated and Sheathed Cables
- 2.18 Cable Supports; Markers and Tiles
- 2.19 PVC Insulated Cables
- 2.20 Heat Resisting Cables
- 2.21 Flexible Cords
- 2.22 Cable Ends and phase Colours
- 2.23 Cable Insulation Colours
- 2.24 Sub-circuit Wiring
- 2.25 Space Factor
- 2.26 Insulation
- 2.27 Lighting Switches

- 2.28 Sockets and Switched sockets
- 2.29 Fused Spur Boxes
- 2.30 Cooker Outlets
- 2.31 Connectors
- 2.32 Lamp holders
- 2.33 Lamps
- 2.34 lighting Fittings Street lighting Lanterns
- 2.35 Position of Points and Switches
- 2.36 Street/Security Lighting Columns
- 2.37 Timing Control Switch
- 2.38 Wiring System for Street Lighting
- 2.39 Metal control Pillar
- 2.40 Current Operated Earth leakage circuit breaker
- 2.41 MV Switchboard
- 2.42 Steel Conduits and Steel Trunking
- 2.43 Testing on Site

2.1 SHOP DRAWINGS

Before manufacture or Fabrication is commenced the sub-contractor shall submit Two copies of detailed drawings of all control pillars, meter cubicles, medium voltage switchboards including their components showing all pertinent information including sizes, capacities, construction details, etc, as may be required to determine the suitability of the equipment for the approval of the Engineer. Approval of the detailed drawings shall not relieve the sub-contractor of the full responsibility of errors or the necessity of checking the drawings himself or of furnishing the materials and equipment and performing the work required by the plans and specifications.

2.2 RECORD DRAWINGS

These diagrams and drawings shall show the completed installation including sizes, runs and arrangements of the installation. The drawings shall be to scale not less than 1 :50 and shall include plan views and section.

The drawings shall include all the details which may be useful in the operation, maintenance or subsequent modifications or extensions to the installation.

Three sets of diagrams and drawings shall be provided, all to the approval of the Engineer. One coloured set of line diagrams relating to operating and maintenance instructions shall be framed and, mounted in a suitable location.

2.3 REGULATIONS AND STANDARDS

All work executed by the Sub-contractor shall comply with the current edition of the "Regulations" for the Electrical Equipment of Buildings, issued by the Institution of Electrical Engineers, and with the Regulations of the Local Electricity Authority. Where the two sets of regulations appear to conflict, they shall be clarified with the Engineers. All materials used shall comply with relevant Kenya Bureau of Standards Specification.

2.4 SETTING OUT WORK

The sub-contractor at his own expenses; is to set out works and take all measurements and dimensions required for the erection of his materials on site; making any modifications in details as may be found necessary during the progress of the works, submitting any such modifications or alterations in detail to the

Engineer before proceeding and must allow in his Tender for all such modifications and for the provision of any such sketches or drawings related thereto.

2.5 POSITIONS OF ELECTRICAL PLANT AND APPARATUS

The routes of cables and approximate positions of switchboards etc, as shown on the drawings shall be assumed to be correct for purpose of Tendering, but exact positions of all electrical Equipment and routes of cables must be agreed on site with the Engineer before any work is carried out.

2.6 MCB DISTRIBUTION PANELS AND CONSUMER UNITS

All cases of MCB Panels and consumer units shall be constructed in heavy gauge sheet with hinged covers.

Removable undrilled gland plates shall be provided on the top and bottom of the cases. Miniature circuit breakers shall be enclosed in moulded plastic with the tripping mechanism and arc chambers separated and sealed from the cable terminals.

The operating dolly shall be trip-free with a positive movement in both make and break position. Clear indication of the position of the handle shall be incorporated.

The tripping mechanism shall be on inverse characteristic to prevent tripping in temporary overloads and shall not be affected by normal variation in ambient temperature.

A locking plate shall be provided for each size of breaker; A complete list of circuit details on typed cartridge paper glued to stiff cardboards and covered with a sheet of Perspex, and held in position with four suitable fixings, shall be fitted to the inner face of the lids of each distribution panel. The appropriate MCB ratings shall be stated on the circuit chart against each circuit in use: Ivorine labels shall be secured to the insulation barriers in such a manner as to indicate the number of the circuits shown on the circuit chart.

Insulated barriers shall be fitted between phases, and neutrals in all boards, and to shroud live parts. Neutral cables shall be connected to the neutral bar in the same sequence as the phase cables are connected to the MCB's. This shall also apply to earth bars when installed.

2.7 FUSED SWITCHGEAR AND ISOLATORS

All fused switchgear and isolators whether mounted on machinery, walls or industrial panels shall conform to the requirements of KS 04 – 226 PART: 1: 1985. All contacts are to be fully shrouded and are to have a breaking capacity on manual operations as required by KS 04 – 182 : 1980.

Fuse links for fused switches are to be of high rupturing capacity cartridge type, conforming to KS 04 – 183 : 1978.

Isolators shall be load breaking/fault making isolators. Fused switches and isolators are to have separate metal enclosures. Mechanical interlocks are to be provided between the door and main switch operating mechanism so arranged that the door may not be opened with the switch in the 'ON' position. Similarly; it shall not be possible to close the switch with the door open except that provision to defeat the mechanical interlock and close the switch with the door in the open position for test purposes. The 'ON' and 'OFF' positions of all switches and isolators shall be clearly indicated by a mechanical flag indicator or similar device. In T.P & N fused switch units, bolted neutral links are to be fitted.

2.8 CONDUITS AND CONDUIT RUNS

Conduit systems are to be installed so as to allow the loop-in system of wiring: All conduits shall be black rigid super high impact heavy gauge class 'A' PVC in accordance with KS 04 – 179: 1988 and IEE Regulations. No conduit less than 20mm in diameter shall be used anywhere in this installation.

Conduit shall be installed buried in plaster work and floor screed except when run on wooden or metal surface when they will be installed surface supported with saddles every 600mm. Conduit run in chases shall be firmly held in position by means of substantial pipe hooks driven into wooden plugs.

The Sub-contractor's attention is drawn to the necessity of keeping all conduits entirely separate from other piping services such as water and no circuit connections will be permitted between conduits and such pipes. All conduits systems shall be arranged wherever possible to be self-draining to switch boxes and conduit outlet points for fittings:

The systems, when installed and before wiring shall be kept plugged with well-fitting plugs and when short conduit pieces are used as plugs, they shall be doubled over and tied firmly together with steel wire; before wiring all conduit systems shall be carried out until the particular section of the conduit installation is complete in every respect.

The sets and bends in conduit runs are to be formed on site using appropriate size bending springs and all radii of bends must not be less than 2.5 times the outside diameter of the conduit. No solid or inspection bends, tees or elbows will be used.

Conduit connections shall either be by a demountable (screwed up) assembly or adhesive fixed and water tight by solution. The tube and fittings must be clean and free of all grease before applying the adhesive. When connections are made between the conduit and switch boxes, circular or non-screwed boxes, and care shall be taken that no rough edges of conduit stick out into the boxes.

Runs between draw in boxes are not to have more than two right angle bends or their equivalent. The sub-contractor may be required to demonstrate to the Engineers that wiring in any particular run is easily withdraw able and the sub-contractor may, at no extra cost to the contract; be required to install additional draw-in boxes required. If conduit is installed in straight runs in excess of 6000mm, expansion couplings as manufactured by Egatube shall be used at intervals of 6000mm.

Where conduit runs are to be concealed in pillars and beams, the approval of the Structural Engineer, shall be obtained. The sub-contractor shall be responsible for marking the accurate position of all holes, chases etc, on site, or if the Engineer so directs, shall provide the Main Contractor with dimensional drawings to enable him to mark out and form all holes and chases. Should the sub-contractor fail to inform the main contractor of any inaccuracies in this respect they shall be rectified at the sub-contractor's expense.

It will be the Sub-contractor's responsibility to ascertain from site, the details of reinforced concrete or structural steelwork and check from the builder's drawings the positions of walls, structural concrete and finishes. No reinforced concrete or steelwork may be drilled without first obtaining the written permission of the Structural Engineer.

The drawings provided with these specifications indicate the appropriate positions only of points and switches, and it shall be the Sub-Contractors responsibility to mark out and centre on site the accurate positions where necessary in consultation with the Architect and the Engineer. The sub-contractor alone shall be responsible for the accuracy of the final position.

2.13 CONDUIT BOXES AND ACCESSORIES

All conduit outlets and junction boxes are to be either malleable iron and of standard circular pattern of the appropriate type to suit saddles being used or super high impact PVC manufactured to KS 04 – 179 : 1983.

Small circular pattern boxes are to be used with conduits up to and including 25mm outside diameter. Rectangular pattern adaptable boxes are to be used for conduits of 32mm outside diameter and larger. For drawing in of cables in exposed runs of conduit, standard pattern through boxes are to be used:

Boxes are to be not less than 50mm deep and of such dimensions as will enable the largest appropriate number of cables for the conduit sizes to be drawn in without excessive bending.

Outlet boxes for lighting fittings are to be of the loop-in type where conduit installation is concealed and the sub-contractor shall allow one such box per fitting, except where fluorescent fittings are specified when two such boxes per fitting shall be fitted flush with ceiling and if necessary fitted with break joint rings. Pattresses shall be fitted where required to outlets on surface conduit runs.

Adaptable boxes are to be of PVC or mild steel (of not less than 12swg) and black enameled or galvanized finish according to location. They shall be of square or oblong shape. They shall be of square or oblong shape complete with lids secured by four 2 BA brass roundhead screws; No adaptable box shall be less than 75mm x 75mm x 50mm or larger than 300mm x 300mm x 75mm and shall be adequate in depth in relation to the size of conduit entering it. Conduits shall only enter boxes by means of conduit bushes.

2.14 LABELS

Labels fitted to switches and fuse boards;-

- (i) Shall be Ivory engraved black on white.
- (ii) Shall be secured by R.H brass screws of same manufacturing throughout.
- (iii) Shall be indicated on switches:-
 - a) Reference number of switch
 - b) Special current rating
 - c) Item of equipment controlled
- (iv) Shall indicate on MCB panels

- a) Reference number
- b) Type of board, i.e.; lighting, sockets, etc.,
- c) Size of cable supplying panel
- d) Where to isolate feeder cable
- (v) Shall be generally not less than 75mm x 50mm.

2.15 EARTHING

The earthing of the installation shall comply with the following requirements; -

- (i) It shall be carried out in accordance with the appropriate sections of the current edition of the Regulations, for the Electrical Equipment of Buildings issued by Institute of Electrical Engineers of Great Britain.
- (ii) At all main distribution panels and main service positions a 25mm x3mm minimum cross-sectional area Copper tape shall be provided and all equipment including the lead sheath and armouring of cables, distribution boards and metal frames shall be bonded thereto.
 - (iii) The earth tape in Sub-clause (ii) shall be connected by means of a copper tape or cable of suitable cross-sectional area to an earth electrode which shall be a copper earth rod (see later sub-clause).
- (iv) All tapes to be soft high conductivity copper, untinned except where otherwise specified and where run underground on or through walls, floors, etc., it shall be served with corrosion resisting tape or coated with corrosion compound and braided.
- (v) Where the earth electrode is located outside the building a removable test link shall be provided inside the building as near as possible to the point of entry to the tape, for isolating the earth electrode for testing purposes.
- (vi) Earthing of sub-main equipment shall be deemed to be satisfactory where the sub-main cables are M.I.C.S. or conduit with separate earth wire, and installation is carried out in accordance with the figures stated in the current edition of the I.E.E Regulations.

- (vii) Where an earth rod is specified (see Sub-clause (iii) it shall be proprietary manufacture, solid hand drawn copper of 15mm diameter driven into the ground to a minimum depth of 3.6m . It shall be made up to 1.2m sections with internal screw and socket joints and fitted with hardened steel tip and driving cap.
- (viii) Earth plates will not be permitted
- (ix) Where an earth rod is used the earth resistance shall be tested in the manner described in the current edition of the IEE Regulations, by the Sub-Contractor in the presence of the Engineer and the Sub-Contractor shall be responsible for the supply of all test equipment.
- (x) Where copper tape is fixed to the building structure it shall be by means of purpose made non-ferrous saddles which space the conductor away from the structure a minimum distance of 20mm. Fixings, shall be made using purpose made plugs; No fixings requiring holes to be drilled through the tape will be accepted.
- (xi) Joints in copper tape shall be tinned before assembly riveted with a minimum of two copper rivets and seated solid.
- (xii) Where holes are drilled in the earth tape for connection to items of equipment the effective cross-sectional area must not be less than required to comply with the IEE regulations.
- (xiii) Bolts, nuts and washers for any fixing to the earth tape must be of nonferrous material.
- (xiv) Attention is drawn to the need for the earthing metal parts of lighting fittings and for bonding ball joint suspension in lighting fittings.

2.16 CABLES AND FLEXIBLE CORDS

All cables used in this Sub-Contract shall be manufactured in accordance with the current appropriate Kenya standard Specification which are as follows: - P.V.C. Insulated Cables and Flexible Cords - Ks 04-192:1988 PVC Insulated Armoured Cables - Ks 04-194:1990 Armouring of Electric cables - Ks 04-290:1987

The successful Sub-Contractor will, at the Engineers discretion be required to submit samples of cables for the Engineers approval; the Engineer reserves the right to call for the cables of an alternative manufacture without any extra cost being incurred. P.V.C. insulated cables shall be 500/1000 volt grade. No cables smaller than 1.5mm² shall be used unless otherwise specified. The installation and the finish of cables shall be as detailed in later

clauses. The colour of cables shall conform with the details stated in the "Cable Braid and insulation Colours" Clause.

2.17 ARMoured P.V.C. INSULATED AND SHEATHED CABLES:

Shall be 600/1000 volt grade manufactured to Ks 04-194:1988 and Ks 04-187/188 with copper stranded conductors. The wire armour of the cable shall be used wholly as an earth continuity conductor and the resistance of the wire armour shall have a resistance not more than twice of the largest current carrying conductor of the cable.

P.V.C./S.W.A./P.V.C. cables shall be terminated using "Telecom" "B" type or approved equal or approved equal glands and a P.V.C. tapered sleeve shall be provided to shroud each gland. Where cables rise from floor level to switchgear etc., they shall be protected by P.V.C. conduit, to a height of 600mm from finished floor level, whether the cable is run on the surface or recessed into the wall.

2.18 CABLE SUPPORTS, MARKERS AND TILES

All PVC/SWA/PVC cables run inside the building shall be fixed in rising ducts or on ceilings by means of die cast cables hooks or clamps, or appropriate size to suit cables, fixed by studs and back nuts to their channel sections.

Alternatively, fixing shall be by BICC claw type cleating system with die-cast cleats and galvanised mild steel back straps or similar approved equal method. For one or two cables run together the cleats shall be fixed a special channel section supports or backstraps described above which shall in turn be secured to walls or ceilings of ducts by rawbolts.

In excessively damp or corrosive atmospheric conditions special finishes may be required and the Sub-contractor shall apply to the Engineer for further instructions before ordering cleats and channels for such areas.

The above type of hooks and clamps and channels or cleats and blackstraps shall also be used for securing cables in vertical ducts.

Cables supports shall be fixed at 600mm maximum intervals, the supports being supplied and erected under this Sub-contract. Saddles shall not be used for supporting cables nor any other type of fixing other than one of the two methods described above or other system which has received prior approval of the Engineer;

Cables are to be kept clear of all pipe work and the Sub-contractor shall work in close liaison with other services Sub-contractors. The Sub-Contractor shall include for the provision of fixing of approved type colored slip on cables end markers to indicate permanently the correct phase and neutral colours on all ends.

Provision shall be made for supplying and fixing approved non-corrosive metal cable markers to be attached to the outside of all PVC/SWA/PVC cables at 15mm intervals indicating cable size and distinction.

Where PVC/SWA/PVC cables are outside the building they shall be laid underground 750mm deep with protecting concrete interlocking cover tiles laid over which shall be provided and laid under this Sub-contract. All necessary excavations and reinstatement of ground including sanding or trenches will be carried out by the Sub-Contractor, unless otherwise stated.

2.19 PVC INSULATED CABLES

Shall be of non-braided type as CMA reference 6491 x 600/1000/1000 volt grade cables, or equal approved.

PVC cables shall conform to the details of the "Cables and Flexible cords" and "Cable Braid and Insulation Colours" clauses.

2.20 HEAT RESISTING CABLES

Final connections to cookers, water heaters, etc., shall be made using butyl rubber insulated cable as CMA reference 610 butyl (Single core 600/1000 Volt).

This type of cable shall be used in all instances where a temperature exceeding 100°F, but not exceeding 150°F is likely to be experienced. Final connections to all lighting fittings (and other equipment where a temperature in excess of 150°C likely to be experienced) shall be made using silicon rubber insulated cable or equal and approved.

2.21 FLEXIBLE CORDS

Shall be in accordance with the "Cable and Flexible Cords" clause. No cord shall be less than 24/0.2mm in size unless otherwise specified.

Circular white twin TRS flex shall be used for plain pendant fittings up to 100 watts. For all other types of lighting fittings the flexible cable shall be silicone rubber insulated.

No polythene insulated flexible cable shall be used in any lighting fitting or other appliance (see "Heat Resisting Cables" Clause 30).

2.22 CABLE ENDS AND PHASE COLOURS

All cable ends connected up in switchgear, MCB panels etc,, shall have the insulation carefully cut back and the ends sealed with Hellerman rubber slip on cable end markers.

The markers shall be of appropriate phase colour for switch and all other live feeds to the details of the "Cable Insulation Colours" clause. Black cable with black end markers shall only be used for neutral cables.

2.23 CABLE INSULATION COLOURS

Unless otherwise stated in later clauses the insulation colours shall be in accordance with the following table. Where other systems are installed the cable colours shall be in accordance with the details stated in the appropriate clause.

2.24 SYSTEM INSULATION COLOUR CABLE END MARKER

Main and Sub-Main

- a) Phase Red Red
- b) Neutral Black Black

Sub-Circuit - Single Phase

- a) Phase Red Red
- b) Neutral Black Black

2.25 SUB-CIRCUIT WIRING

For all lighting and sockets wiring shall be carried out in the "looping in" system and there shall be no joints whatsoever. No lighting circuits shall comprise more than 20 points when protected by 10A MCB. Cables with different cross-section area of copper shall not be used in combination.

Lighting circuits P. V.C. cable 1.5mm² for all lighting circuits indicated on the drawing. Power circuits P.V.C cable (minimum sizes).

(i) 2.5mm² for one, two or three 5Amp sockets wired in parallel.

(ii) 2.5mm² for one 15Amp socket.

(iii) 2.5mm² for maximum of ten switched 13 Amp sockets wired from 30

Amp MCB.

The wiring sizes for lighting circuits and sockets are shown on the drawings. In such cases, the sizes shown on the drawings shall prevail over the sizes specified.

Wiring sizes for other appliances shall be shown on the drawing or specified in later clauses of this specification.

2.26 SPACE FACTOR

The maximum number of cables that may be accommodated in a given size of conduit or trunking or duct is not to exceed the number in Tables B.5 and B.6 or as stated in Regulation B.91, B.117 and B.118 of the I.E.E Regulations whichever is appropriate.

2.27 INSULATION

The insulation resistance to earth and between poles of the whole wiring system, fittings and lumps, shall not be less than the requirements of the latest edition of the

I.E.E Regulations. Complete tests shall be made on all circuits by the Sub-contractor before the installations are handed over.

A report of all tests shall be furnished by the Sub-Contractor to the Engineer. The Engineer will then check test with his own instruments if necessary.

2.28 LIGHTING SWITCHES

These shall be mounted flush with the walls, shall be contained in steel or alloy boxes and shall be of the gangs ratings and type shown in the drawings. They shall be as manufactured by M.K. Electrical Ltd., or other equal and approved to KS 04 – 247: 1988

2.29 SOCKETS AND SWITCHED SOCKETS

These shall be flush pattern in steel/pvc box and shall be of the gangs and type specified in the drawings.

They shall be 13- Amp, 3-pin, shuttered, switched and as manufactured by "M.K. Electrical Co. Ltd.", or other approved equal to KS 04 – 246: 1987

2.30 FUSED SPUR BOXES

These shall be flush, D.P switched as in steel/pvc box and of type and make specified in the drawings complete with pilot light and as manufactured by "M. K. Electrical Company Ltd", or other approved equal. KS 04 – 247: 1988

2.31 COOKER OUTLETS

These shall be flush mounted with 13-A switched socket outlet and neon indicator Lamps.

The cooker control units shall be as manufactured by "M.K. Electrical Company Ltd", or other approved equal KS 04 – 247: 1988

2.32 CONNECTORS

Shall be specified in the drawings and appropriate rating. These shall be fitted at all conduit box lighting point outlets for jointing of looped P.V.C cables with flexible cables of specified quality.

2.33 LAMP HOLDERS

Shall be of extra heavy H.O skirted and shall be provided for every specified lighting fitting and shall be B.C;, E.S;, or G.E.S as required. All E.S. and G.E.S. holders shall be heavy brass type (except for plain pendants where the reinforced bakelite type shall be used). The screwed cap of the E.S and G.E.S. holders shall be connected to the neutral.

Where lampholders are supported by flexible cable, the holders shall have "cord grip" arrangements and in the case of metal shades earthing screws shall be provided on each of the holders.

The Sub-Contractor must order the appropriate type of holder when ordering lighting fittings, to ensure that the correct types of holders are provided irrespective of the type normally supplied by the manufacturers.

2.34 LAMPS

All lamps shall be suitable for normal stated supply voltage and the number and sizes of lamps detailed on the drawings shall be supplied and fixed. The Sub Contractor must verify the actual supply voltage with the supply authority before ordering the lamps.

Tungsten filament lamps shall be manufactured in accordance with KS 04 – 112:1978 for general service lamps and KS 04 – 307:1985 for lamps other than general services. Tubular fluorescent lamps shall comply with KS 04 – 464:1982 Pearl lamps shall be used in all fittings unless otherwise specified.

2.35 LIGHTING FITTINGS AND STREET LIGHTING LANTERNS

This Sub-Contract shall include for the provision, handling charges, taking the delivery, safe storage, wiring (including internal wiring) assembling and erecting of all lighting fittings shown on the drawings.

All fittings and pendants shall be fixed to the conduit boxes with brass R/H screws. These to be in line with metal finish of fittings. The lighting fittings are detailed for the purpose of establishing a high standard of finish and under no circumstances will substitute fittings be permitted.

In case of rectangular shaped ceiling fittings, the extreme ends of the fittings shall be secured to suitable support in addition to the central conduit box fittings. Supports shall be provided and fixed by the Sub-Contractor.

The whole of the metal work of each lighting fittings shall be effectively bonded to earth. In the case of ball and/or knuckle joints short lengths of flexible cable shall be provided, bonded to the metal work on either side of the joints.

If the above provisions are not made by the manufacturers -, the Sub-contractor shall include cost of additional work necessary in his tender. See "Flexible Cords" clause for details of internal wiring of lighting fittings.

Minimum size of internal wiring shall be 20/0.20mm (23/0067). Each lighting fitting shall be provided with number type and size of lamps as detailed on the drawings. It is to be noted that some fittings are suspended as shown on the drawings.

Where two or more points are shown adjacent to each other on the drawings, e.g socket outlet and telephone outlet, they shall be lined up vertically or horizontally on the centre lines of the units concerned. Normally, the

units shall be lined up on vertical centre lines, but where it is necessary to mount units at low level they shall be lined up horizontally.

2.36 POSITIONS OF POINTS AND SWITCHES

Although the approximate positions of all points are shown on the drawings, enquiry shall be made as to the exact positions of all M.C.B panels, lighting points, socket outlets etc, before work is actually commenced.

The Sub-contractor must approach the Architect with regard to the final layout of all lights on the ceiling and walls.

The Sub-contractor must consult with the Engineer in liaison with the Clerk of Works, or the General Foreman on site regarding the positions of all points before fixing any conduit etc. The Sub-Contractor shall be responsible for all alterations made necessary by the non-compliance with the clause.

2.37 STREET /SECURITY OUTDOOR LIGHTING COLUMNS:

The column shall be at a minimum of 225mm in the ground on 75mm thick concrete foundations and the pole upto 150mm shall be surrounded with concrete. The top bracket and plain section of the columns shall be common to and interchangeable with all brackets with maximum mismatching tolerance of 3mm between any pole and bracket.

After manufacture and before erection the columns shall be treated with an approved mordant solution which shall be washed off and the whole allowed to dry. Thereafter, the columns shall be painted with one undercoat and two coats of gloss paint to an approved colour. All columns shall be complete with fused cutouts.

2.38 TIMING CONTROL SWITCH

These shall be installed where shown on the drawings. Photocell timing control circuits which will operate 'on' with a specified level of darkness and 'off' with a given level of light. The initial adjustment will be done with approval of the Electrical Engineer.

2.39 WIRING SYSTEM FOR STREETLIGHTING

Cables shall be as indicated on the drawings, and shall be laid in a cable trench 450mm deep along the road sides and 600mm deep across the roads and 900mm away from the road kerb or 1500mm away from the edges of the road. 'Loop-in' and 'Loop-out' arrangement shall be used at every pole.

Wiring to the lanterns on each pole shall be with 1.5mm² PVC twin insulated and sheathed cable with earth wire shall be laid at least 600mm below the finished road level on a compact bed of murrum at least 50mm thick and covered with a concrete surrounded 150mm thick.

2.40 METAL CONTROL PILLAR

These shall be metal clad and fabricated as per contract drawings and specification. The Sub-Contractor shall supply, install, test and commission control pillars including supplying, fixing connecting switchgears as detailed on the appropriate drawings.

2.41 CURRENT OPERATED EARTH LEAKAGE CIRCUIT BREAKER

Current operated earth leakage circuit breaker shall conform to B.S.S. 4293:68 rated at 240 volts D.P. 50 cycles A.C. Mains. The breaker shall be provided with test switch and fitted in weather proof enclosure for surface mounting.

The rated load current and earth fault operating current shall be as specified in the drawings. These shall be as manufactured by Crabtree, Siemens or other equal and approved.

2.42 M.V. SWITCHBOARD AND SWITCHGEAR

The switchboard shall be manufactured in accordance with KS04-226 which coordinates the requirements for electrical power switchgear and associated apparatus.

It is not intended that this K.S. should cover the requirements for specified apparatus for which separate Kenyan Standard exist. All equipment and material used in the switchboard shall be in accordance with the appropriate Kenya Standard.

The switchboard shall comprise the equipment shown on the drawings together with all current transformers, auxiliary fuses, labels, small wiring and interconnections necessary for the satisfactory operation of the switchboard. Switchboard shall be of the flush fronted, enclosed, metal clad type with full front or rear access as called for in the particular specifications, suitable for indoor use, ectionalized as necessary to facilitate transport and erection.

The maximum height of the switchboard is to be approximately 2.0 meters. A suitable connection chamber containing all field terminals shall be provided at the top or bottom of the switchboard as appropriate.

Before manufacture, the Sub-Contractor shall submit to the consulting Engineer for approval of detailed drawings showing the layout, construction and connection of the switchboard.

All bus-bars and bus-bar connections shall consist of high conductivity copper and be provided in accordance with KS 04-226: 1985. The bus-bars shall be clearly marked with the appropriate phase and neutral colours which should be red, yellow, blue for the phases and black for neutral. The bus-bars shall be so arranged in the switchboard that the extensions to the left and right may be made in the future with ease should the need arise.

Small wiring, which will be neatly arranged and cleated, shall be executed in accordance with B.S. 158 and the insulation of the wiring shall be colored according to the phase or neutral connection. Switches and fuse switches, shall be in strict accordance with KS04-183:1978 Class

2 switches. Means of locking the switch in the "OFF" position shall be provided.

All fuse switches shall comply with KS04-183:1978, PARTS 2 and 3 a fault rating at least equal to the fault rating of the switchboard in which they are installed. Cartridge fuse links to KS 04-183:1978 category A.C. 46, class Q1 and fusing factor not exceeding 1.5 shall be supplied with each fused switch.

Mounting arrangements shall be such that individual complete fuse switches may be disconnected and withdrawn when necessary without extensive dismantling work.

When switches are arranged in their formation all necessary horizontal and vertical barriers shall be provided to ensure segregation from adjacent units. Means of locking the switch in the "OFF" position shall be provided.

2.43 STEEL CONDUITS AND STEEL TRUNKING

Conduits shall be of heavy gauge class "B" welded to Standard specification KS 04- 180:1985. In no case will conduit smaller than 20mm diameter be used on the works. Conduits installed within buildings shall be black enameled finish except where specified otherwise. Where installed externally or in damp conditions they shall be galvanised. Conduit fittings, accessories or equipment used in conjunction with galvanised conduits shall also be galvanised or otherwise as approved by the service engineer.

Metal trunking shall be fabricated from mild steel of not less than 18 swg. All sections of trunking shall be rigidly fixed together and attached to the framework or fabric or the building at intervals of not less than 1.2m. Joint trunking shall not overhang fixing points by more than 0.5m.

All trunking shall be made electrically continuous by means of 25 x 3mm copper links across each joint and where the trunking is galvanised, the links shall be made by galvanised flat iron strips.

All trunking fittings (i.e. bends, tees, etc) shall leave the main through completely clear of obstructions and continuously open except through walls and floors at which points suitable fire resisting barriers shall be provided as may be necessary. The inner edge of bends and tees shall be chamfered where cables larger than 35mm² are employed.

Where trunking passes through ceilings and walls the cover shall be solidly fixed to 150mm either side of ceilings and floors and 50mm either side of walls. Screws and bolts securing covers to trunking or sections of covers together shall be arranged so that damage to cables cannot occur either when fixing covers or when installing cables in the trough.

Where trunking is used to connect switchgear or fuseboards, such connections shall be made by trunking fittings manufactured for this purpose and not by multiple conduit couplings.

Where vertical sections of trunking are used which exceed 4.5m in length, staggered tie off points shall be provided at 4.5m intervals to support the weight of cables.

Unless otherwise stated, all trunking systems shall be painted as for conduit. Where a wiring system incorporates galvanized conduit and trunking, the trunking shall be deemed to be galvanized unless specified otherwise.

The number of cables to be installed in trunking shall be such as to permit easy drawing in without damage to the cables, and shall in no circumstances be such that a space factor of 45% is exceeded.

Conduit and trunking shall be mechanically and electrically continuous. Conduit shall be tightly screwed between the various lengths so that they butt at the socketed joints. The internal edges of conduit and all fittings shall be smooth, free from burrs and other defects.

Oil and any other insulating substance shall be removed from the screw threads; where conduits terminate in fuse-gear, distribution boards, adaptable boxes, non-spouted switchboxes, etc., they shall, unless otherwise stated, be connected thereto by means of smooth bore male brass bushes, compression washers and sockets.

All exposed threads and abrasions shall be painted using an oil paint for black enamelled tubing and galvanising paint for galvanised tubing immediately after the conduits are erected. All bends and sets shall be made cold without altering the section of the conduit. The inner radius of the bend shall not be less than four (4) times the outside diameter of the conduit. Not more than two right angle bends will be permitted without the inter-position of a draw-in-box. Where straight runs of conduit are installed, draw-in-boxes shall be provided at distances not exceeding 15m. No tees, elbows, sleeves, either of inspection or solid type, will be permitted.

Conduit shall be swabbed out prior to drawing in cables, and they shall be laid so as to drain of all condensed moisture without injury to end connections. Conduits and trunking shall be run at least 150mm clear of hot water and steam pipes, and at least 75mm clear of cold water and other services unless otherwise approved by the services engineer.

All boxes shall conform to KS 04 – 668: 1986, to be of malleable iron, and black enamelled or galvanised according to the type of conduit specified. All accessory boxes shall have threaded brass inserts.

Box lids where required shall be heavy gauge metal, secured by means of zinc plated or cadmium plated steel screws.

All adaptable boxes and lids of the same size shall be interchangeable. Boxes used on surface work are to be tapped or drilled to line up with the conduit fixed in distance type saddles allowing clearance between the conduit and wall without the need for setting the conduit.

Where used in conjunction with mineral insulated copper sheathed cable, galvanised boxes shall be used and painted after erection. Draw-in boxes in the floors are generally to be avoided but where they are essential they must be grouped in positions approved by the services engineer and covered and by the suitable floor traps, with non-ferrous trays and covers.

The floor trap covers are to be recessed and filled in with a material to match the floor surface. The Sub-contractor must take full responsibility for the filling in of all covers, but the filling in material will be supplied and the filling carried out by the main building contractor.

Where buried in the ground outside the building the whole of the buried conduit is to be painted with two coats of approved bitumastic composition before covering up. Where run on the surface, unpainted fittings and joints shall be painted with two coats of oil bound enamel applied to rust and grease free metalwork.

2.44 MECHANICAL WINCH

3200lbs Hand winch crank Gear-heavy duty appropriately mounted and with wire rope of not less than 8mm diameter stainless steel

The rope termination in the winch shall be such that distortion or twisting is eliminated and at least 5 to 6 turns of rope remains on the drum even when the lantern is fully lowered and rested on the resting pads.

2.45 HEAD FRAME

Pulley shall be of appropriate diameter, large enough to accommodate the stainless-steel wire ropes. The pulley block shall be made of non-corrosive material, like diecast Aluminum Alloy (LM-6). Self-lubricating bearings and stainless-steel shaft shall be provided to facilitate smooth and maintenance free operation for a long period.

The pulley assembly shall be fully protected by canopy galvanized internally and externally. Close fitting guides and sleeves shall be provided to ensure that the ropes and cables do not dislodge from their respective position in the grooves.

2.46 STAINLESS STEEL WIRE ROPES

Diameter of not less than 8mm and shall essentially be without any intermediate joint either bolted or else between winch and lantern carriage and shall consist of only non-corrosive stainless steel of ASI 316 or better grade.

2.47 TESTING ON SITE

The Sub-contractor shall conduct during and at the completion of the installation and, if required, again at the expiration of the maintenance period, tests in accordance with the relevant section of the current edition of the Regulations for the electrical equipment of buildings issued by the I.E.E of Great Britain, the Government Electrical Specification and the Electric Supply Company's By-Laws.

(a) Tests shall be carried out to prove that all single pole switches are installed in

the 'live' conductor.

(b) Tests shall be carried out to prove that all socket outlets and switched socket outlets are connected to the 'live' conductor in the terminal marked as such, and that each earth pin is effectively bonded to the earth continuity system. Tests shall be carried out to verify the continuity of all conductors of each 'ring' circuit.

(c) Phase tests shall be carried out on completion of the installation to ensure that correct phase sequence is maintained throughout the installation. Triplicate copies of the results of the above tests shall be provided within 14 days of the witnessed tests and the Sub-contractor will be required to issue to the service engineer the requisite certificate upon completion as required by the regulations referred to above.

(d) Any faults, defects or omissions or faulty workmanship, incorrectly positioned or installed parts of the installation made apparently by such inspections or tests shall be rectified by the Sub-contractor at his own expense.

(e) The Sub-contractor shall provide accurate instruments and apparatus and all labour required to carry out the above tests. The instruments and apparatus shall be made available to the services engineer to enable him to carry out such tests as he may require.

The Sub-contractor shall generally attend on other contractors employed on the project and carry out such electrical tests as may be necessary.

The Sub-contractor shall test to the services engineer's approval and as specified elsewhere in this specification or in standards and regulations already referred to, all equipment, plant and apparatus forming part of the works and before connecting to any power or other supply and setting to work.

Where such equipment, etc., forms part of or is connected to a system whether primarily or of an electrical nature or otherwise (e.g. air conditioning system) the Sub-contractor shall attend on and assist in balancing, regulating testing and commissioning, or if primarily an electrical or other system forming part of works, shall balance, regulate, test and commission the system to the service engineer's approval.

PARTICULAR SPECIFICATIONS

1. INTRODUCTION

This specification covers the technical requirements of design and supply in well packed condition of high mast lighting structures and control gears for movement / maintenance of light fittings. The scope shall also include the erection including installation, testing and commissioning of the automatic lifting system.

2. INSTRUCTIONS TO BIDDER

The supplier is to consider the followings for the purpose of design.

- Masts shall be of unipolar (single pole) structure. Special consideration shall be taken in respect of lamp replacement, operation and maintenance.
- Meteorological Data:
- 200W LED lamps shall be used.
- The environment is corrosive. Selection of all materials shall be suitable for the above environment.
- The height of mast shall be 20 M.
- The mast will have 8 luminaires

3. SCOPE

The scope of this job covers the maintenance of high mast flood lighting towers, including the installation, testing and commissioning of an automatic lifting system for raising and lowering the lights during maintenance.

4. APPLICABLE STANDARDS

The following shall be the Reference Standards for the loading of the high mast:

- BS Code of Practice, CP-3, Gradient of wind related to height Chapter-V,
- BS 4360 Grades of MS Plates
- BS 5135 Welding
- BD 729 Galvanising
- Technical Report (TR) No.7 – 1996 Specification for Mast and Foundation.
- IS 875 (Pt-III) 1987 Code of Practice for Design Loads for structure

5. TECHNICAL SPECIFICATIONS

5.1 HIGH MAST

a) Structure

The High mast shall be of continuously tapered, polygonal cross section, at least 8 sided, presenting a pleasing appearance and shall be based on proven In- Tension design conforming to standards, to give an assured performance and reliable service. The mast height shall be between 10 to 30 meters, with minimum diameters of 200mm at the top and 600 mm at the bottom. Minimum plate thickness of bottom section shall be 6mm and other sections 8mm. The PCD of the mast flange shall be minimum 740 mm. The structure shall be suitable for wind loading as per IS-875, pt-3, 1987.

b) Construction

The mast shall be capable of safely withstanding the strong winds prevailing at site. The deflection at the top during heavy storm periods shall therefore be considered in the design and the mast designed in such way that the above deflection during worst periods is kept to a minimum value.

The mast shall be fabricated from special steel plates, conforming to BS-EN10- 025, cut and folded to form a polygonal section as stated above and shall be telescopically jointed and fillets welded. The welding shall be in accordance with BS:5135. The procedural weld geometry and the workmanship shall be exhaustively tested on the completed welds. The 20-meter size mast shall be delivered in sections, and shall be jointed together by slip-stressed-fit method at site. No site welding or bolted joint shall be done on the mast. The minimum overlap distance shall be 1.5 times the diameter at penetration. The mast shall be provided with full penetrated flange which shall be free from any lamination or incursion. The welded connection of the base flange shall be fully developed to the strength of the entire section. The base flange shall be provided with supplementary gussets between the bolt holes to ensure elimination of helical stress concentration. For the environmental protection of the mast, the entire fabricated mast shall be hot dip galvanized, internally and externally, having a uniform thickness of 65 microns.

c) Door Opening

An adequate door opening shall be provided at the base of the mast and the opening shall be such that it permits clear access to equipment like winches, cables, plug and socket, etc. and also facilitate easy removal of the winch.

The door opening shall be complete with a close fitting, vandal resistant, weather proof door, provided with a heavy duty double internal lock with special paddle key. The door opening shall be carefully designed and reinforced with welded steel section, so that the mast section at the base shall be unaffected and undue buckling of the cut portion is prevented.

d) Dynamic Loading for the Mast

The mast structure shall be suitable to sustain an assumed maximum reaction arising from a wind speed as per IS 875 (three second gust), and shall be measured at a height of 20 meters above ground level. The design life of the mast shall be a minimum of 35 years.

5.1 LANTERN CARRIAGE

a. Fabrication

A fabricated Lantern Carriage shall be provided for fixing and holding the flood light fitting and control gear boxes. The Lantern Carriage shall be of special design and shall be of steel tube construction, the tubes acting as conduits for wires, with holes fully protected by grommets. The Lantern Carriage shall be so designed and fabricated to hold the required number of flood light fittings and the control gear boxes, and also to have a perfect self-balance. The Lantern Carriage shall be fabricated in two halves and joined by bolted flanges with stainless steel bolts and plastic lock type stainless steel nuts to enable easy installation or removal from the erected mast. The inner lining of the carriage shall be provided with protective PVC arrangement, so that no damage is caused to the surface of the mast during the raising and lowering operation of the carriage. The entire Lantern Carriage shall be hot dip galvanized after fabrication.

b. Junction Box

Weather proof junction box with IP55 enclosure, made of Cast Aluminium shall be provided on the Carriage Assembly as required, from which the inter- connections to the designed number of the flood light luminaries and associated control gear fixed on the carriage shall be made.

c. Raising and Lowering Mechanism

For the installation and maintenance of the luminaries and lamps, it will be necessary to lower and raise the Lantern Carriage Assembly. To enable this, a suitable Winch Arrangement shall be

provided, with winch fixed at the base of the mast and the specially designed head frame assembly the top.

d. Winch

The winch shall be of completely self-sustaining type, without the need for brake shoe, springs or clutches. Each driving spindle of the winch shall be positively locked when not in use, gravity activated PAWLS. Individual drum also should be operated for fine adjustment of lantern carriage. The capacity, operating speed, safe working load of the recommended lubrication and serial number of the winch shall be clearly marked on each winch. The gear ratio may be according to manufacturer's standard. However, the minimum working load shall be not less than 400Kg. The Winch shall be self-lubricating type by means of an oil bath and the oil shall be readily available grades of reputed producers. The winch drums shall be grooved to ensure perfect seat for stable and tidy rope lay, with no chances of rope slippage. The rope termination in the winch shall be such that distortion or twisting is eliminated and at least 5 to 6 runs of rope remains on the drum even when lantern carriage is fully lowered and rested on the rest pads. It should be possible to operate the winch manually by a suitable handle and / or by an external power tool. It shall be possible to remove the double drum after dismantling, through the door opening provided at the base of mast. Also a winch gear box for simultaneous and reversible operation of the double drum winch shall be provided as part of the contract.

e. Head Frame

The head frame which is to be designed as a capping unit of the mast, shall be of welded steel construction, galvanized both internally and externally after assembly. The top pulley shall be appropriate diameter, large enough to accommodate the stainless steel wire ropes and the multi-core electric cable. The pulley block shall be made of non-corrosive material, and shall be of diecaste aluminium alloy (LM-6). Pulley made of synthetic material such as plastic or PVC are not acceptable. Self-lubricating bearings and stainless steel shaft shall be provided to facilitate smooth and maintenance free operation for a long period. The pulley assembly shall be fully protected by a canopy galvanized externally and internally. Close fittings guides and sleeves shall be provided to ensure that the ropes and cables do not dislodged from their respective positions in the grooves. The head frame shall be provided with guides and stops with PVC buffer for docking the lantern carriage.

f. Stainless Steel

Wire Ropes The suspension system shall be essentially be without intermediate joint and shall consist of any non-corrosive stainless steel of AISI 316 or better grade. The stainless steel wire ropes shall be of 7/19 construction, the central core being of the same material. The overall diameter of the rope shall not be less than 6 mm. The breaking load of each rope shall not be less than 2350kg individually, giving factor of safety or over 5 for system at full load, the minimum recommended value as per the TR-7 referred to in the beginning of the specification. The end construction of rope to winch drum shall be fitted with talurit. The thimbles shall be secured on ropes by compression splices. Two continuous lengths of stainless steel wire ropes shall be used in the system and no intermediate joints are acceptable in view of the required safety. No intermediate joints, either bolted or else is provided on the wire ropes between winch and lantern carriage.

g. Electrical System, Cable and Cable Connections:

A suitable terminal box shall be provided as part of the contract at the base compartment of the high mast for terminating the incoming cable. The electrical connections from the bottom to the top shall be made by special trailing cable. The cable shall be EPR insulated and PCP sheathed to get flexibility and endurance. Size of the cable shall be minimum 5 core 4.0 sq mm copper. The cable shall be of reputed make. At the top there shall be weather proof junction box to terminate the trailing cable. Connections from the top junction box to the individual luminaires shall be made by using 3 core 2.5 sq. mm flexible PVC cables of reputed make. The trailing cables of the lantern carriage rings shall be terminated by means of specially designed, metal clad, multi pin plug and socket provided in the base compartment to enable easy disconnection when required.

h. Lightning Final (Lightning Arrestor):

One number heavy duty hot dip galvanised lighting finial shall be provided for each mast. The lightning finial shall be minimum 1.2 M in length and shall be provided at the centre of the head frame. It shall be bolted solidly to the head frame to get a direct conducting path to the earth through the mast. The lightning finial shall not be provided on the lantern carriage under any circumstances in view of safety of the system.

i. Aviation Obstruction Lights:

Suitable LED Aviation Obstruction Lights of reliable design and reputed manufacturer shall be provided on top of each mast.

j. Earthing Terminals:

Suitable earth terminal using 12 mm diameter stainless steel bolts shall be provided at a convenient location on the base of the mast, for lightning and electrical earthing of the mast.

k. Feeder Panel:

The mast shall be provided with a feeder panel fabricated out of 16 SWG CRCA sheet and finished with two coats of red oxide primer and grey enamel paint BS EN ISO 12944-5. The feeder panel shall comprise of incoming MCB, Isolator, Copper wiring, suitable Timer, Contactor, etc. to switch on the luminaires during the evening and to switch off the luminaires during the day-break at pre-set timings. Feeder panel shall be mounted on suitable foundation near to the mast.

5.1 LUMINAIRES:

Luminaires (LED or Induction Lamps) shall be specially designed with suitable lamp housing and control gears for 400Watts Lamps. The luminaires shall be tested as per KS IEC 60598 standards and test reports shall be submitted along with the materials.

The luminaires shall be energy saving lamps of LED or Induction type lamp and shall be suitable for installation on high masts. Brochures MUST be submitted for the selected type of luminaire. The luminaire and lamps shall be as POKLAR or approved equal.

6. IMPORTANT NOTE REGARDING TECHNICAL SPECIFICATION, TEST CERTIFICATES, OTHER CERTIFICATES AND DECLARATIONS:

All the test (or other) certificates (or duly attested copies thereof), approval as per standards or from institutions (or duly attested copies thereof), etc. are to be submitted point by point, as listed above in the scope, along with the bid.

A written declaration, duly signed by the authorized signatory of the bidding, is also to be submitted, detailing whether the desired technical specifications (listed above) of the subject

lighting system items / materials are matching with those of the products to be supplied, point by point, or not. A list of deviations, with reasons, if any, should also be submitted along with it. In case of any unjustified deviations, the associated products are liable to be rejected. The judgment of the County Director for Energy KenGen will be final and abiding in this regard.

7. SCOPE OF THE ACTUAL WORK:

7.1. SCOPE OF SUPPLY

a) Maintenance of high mast floodlight towers complete with its accessories.

Mast shaft shall be in three sections, hot dip galvanized and suitable for wind velocity, trailing cable, Galvanized Lantern carriage arrangement suitable for luminaires and its control gear boxes as per detailed design & lightning finial.

b) Supply of foundation bolts manufactured from special steel along with nuts, washers, anchor plates and templates.

c) Supply of energy saving (LED or Induction lamp) floodlight luminaire equivalent to 9 x 200watts LED lamps and its control gear boxes.

d) Supply of LED type single dome aviation obstruction light fitting with 1 amps. (1 fittings per mast are necessary as there is no taller structure in near vicinity).

e) Supply of high mast feeder panel of outdoor and pedestal type, which should be dust, vermin and weather proof, fabricated from steel sheet gauge 16, 22 etc. with 63A TPN MCB incomer, outgoing terminals and protection circuit for the lamps.

f) The feeder panel shall comprise of incoming MCB, Isolator, Copper wiring, suitable Timer, Contactor, etc. to switch on the luminaries during the evening and to switch off the luminaries during the day-break at pre-set timings.

g) Supply of terminal joints for the conductor cables, including provision of terminal lugs, cable terminations, brass compression glands, etc., needed for effective complete terminal connections to the equipment.

h) Supply of GI pipe earthing complete in all respects, with 2.5 M long 40mm dia. GI pipe, including electrodes, all other materials like cadmium coated nuts-bolts & connection to High Mast earth terminal with 50 x 6mm GI flats for earthing of panels at two points from two separate earth electrodes and interconnection (for mast and feeder panel as required as per the standard BS 7430:2011)

- i. High mast earthing: 1 No. each,
- ii. High mast feeder panel: 1 No. each,
- j) Supply of route cable marker for cable identification.
- k) Any other materials required for the job & not covered by the above list.

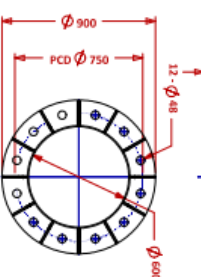
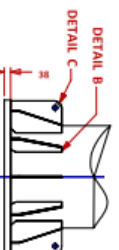
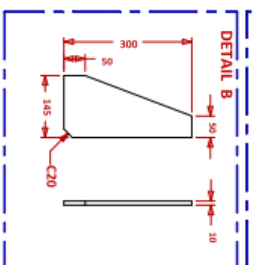
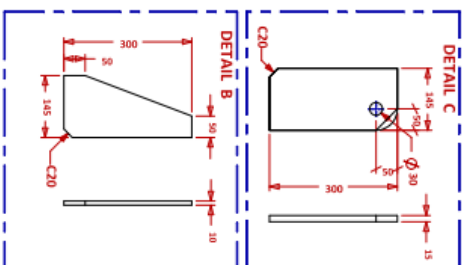
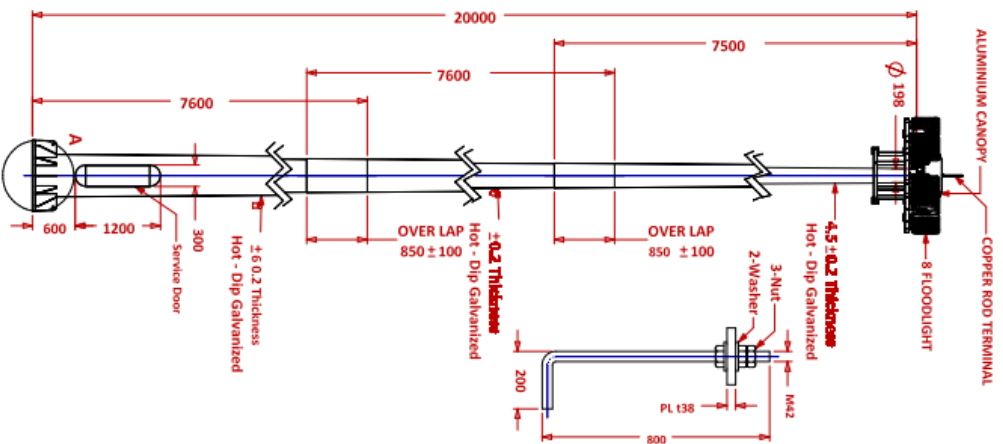
8. ERECTION, TESTING & COMMISSIONING JOBS

- a) Erection, Testing and Commissioning of the high mast (with the help of suitable equipment, and including complete power and control wiring of luminaires) with all resources like materials and manpower required for it.
- b) Erection, Testing and Commissioning of the main lighting distribution board including all resources like equipment, materials and manpower required for it.
- c) Erection, Testing and commissioning of the high mast control panel on suitable foundation including all resources like equipment, materials and manpower required for it.
- d) Building trenches of suitable sizes for cables as per standard norms, and laying of PVC insulated armoured power cables directly in ground-trenches, including excavation, sand cushioning, protective covering, refilling the trench, etc. as required, with all resources.
- e) Erection, Testing & Commissioning of pipe type earthing, complete, with all resources, as per BS: 7430 to achieve maximum resistance of 4 ohms.
- f) Laying of cable route marker for cable identification
- g) Any other jobs required for the complete turnkey package and not covered by the above list.

N.B.:

- a) Both the above tables broadly give lists of supply materials and jobs for erection, testing and commissioning the 1No. whole high masts (10 to 30M) lighting towers together with the entire electrical supply network needed for it. All other materials and jobs required for supply and commissioning of the said lighting system, are also to be supplied and done by the bidder as a complete turnkey package including the electrical supply network.
- b) For technical details, please refer to the specifications given in scope of work.

DRAWINGS



TECHNICAL SPECIFICATION	
STANDARD	MATERIAL : BS EN 10025 S235/JIS G3101 SS400
WELDING :	BS EN 1011
GALVANIZING :	BS EN ISO 1461:2009

NOTES

GENERAL

All dimensions are in mm unless otherwise stated. All dimensions to be checked and confirmed on site before commencement of any work. Written dimensions override scaled dimensions. Reinforced concrete to be grade 30(1:2) to BS 8110. Binding concrete to be grade 15(1:3:6) to BS 8110. Maximum aggregate size should be 20mm. Maximum free water/cement ratio to be 0.5. Reinforcement should be approved before concreting. Cover to main reinforcement shall be 30mm for beams, columns and slabs, and 40mm for footings with blinding. 75mm for footing without blinding. All structural drawings to be read in conjunction with the notes unless otherwise specified.


FOUNDATION

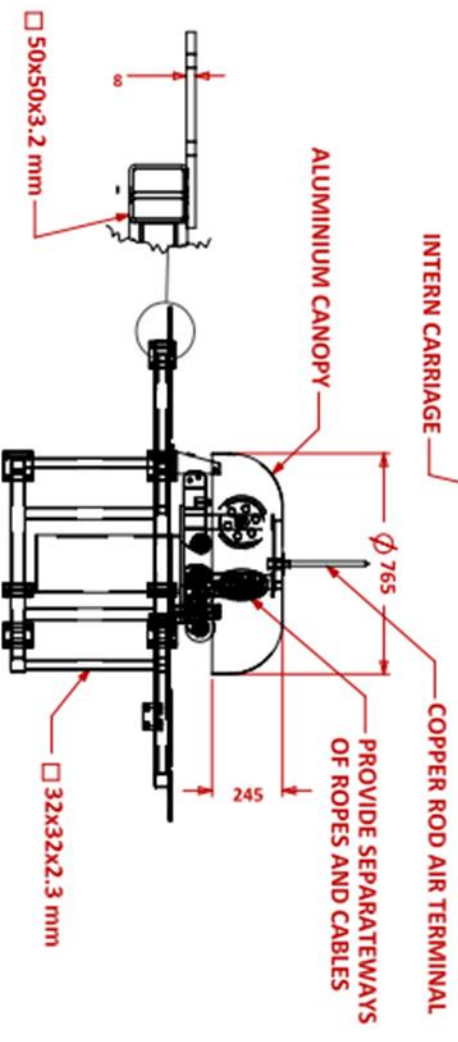
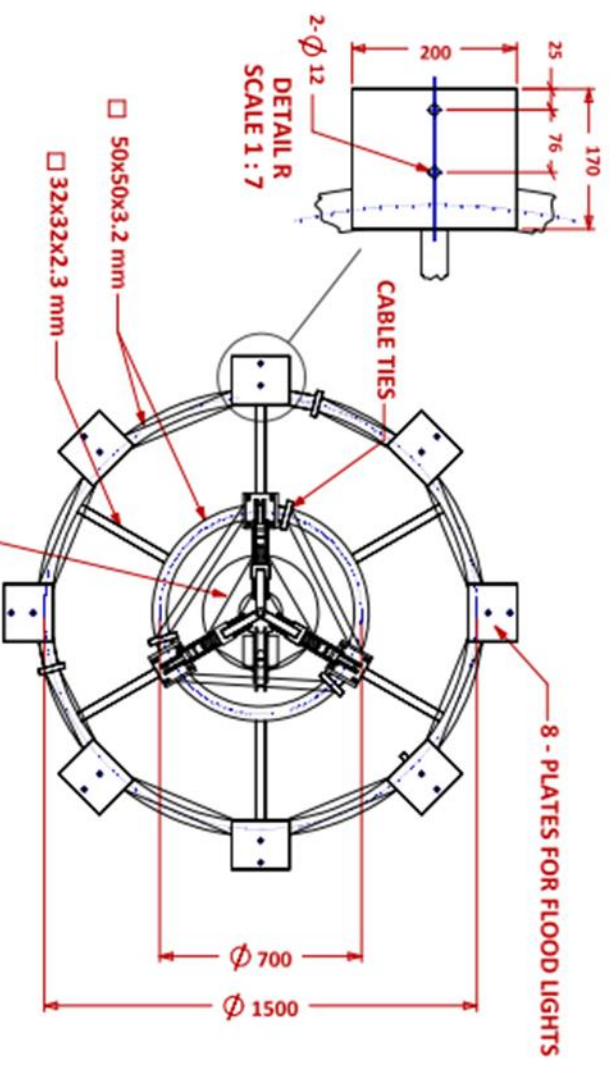
Design safe bearing capacity of soil below foundation is 250kN/m². Foundation depth to be determined on site. All unsuitable soil to be excavated, bedding on excavate to be done with approved granular material.

STEEL

All steel to be grade S275. All structural steel to be galvanized with a minimum coat of 95 microns. Galvanization shall conform to BS 729. Welds on structural steel not to exceed 6mm and shall conform to BS5130. All bolts to be grade 8.8. Bolts and nuts must conform to 4390. Any changes in the member sizes or thickness due to unavailability in the market MUST be authorized by the Structural Engineer.

REVISIONS

PROJECT TITLE: PROPOSED 20M HIGH MAST FLOODLIGHT AT PHOENIX CANAL EAST KANTHAKODU - URBAN SUB-COUNTY	
DRAWING TITLE: GALVANIZED MOUNTING POLE DETAILS	
SCALE: NTS	DATE: FEB 2023
DRAWN BY: GLENZ HENRY INDA	CHECKED BY:
 COUNTY GOVERNMENT OF WATER AND ENERGY	
DRAWING NO.: PCCG/DW/E/2023/001	



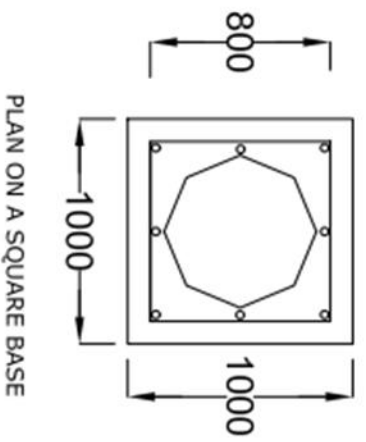
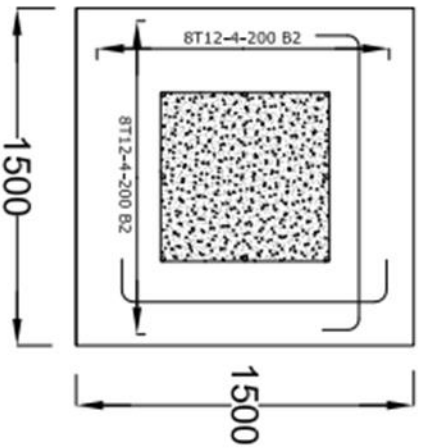
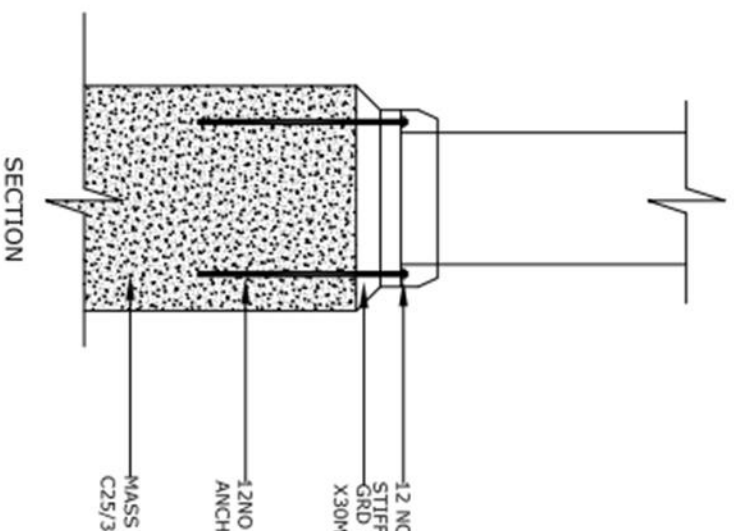
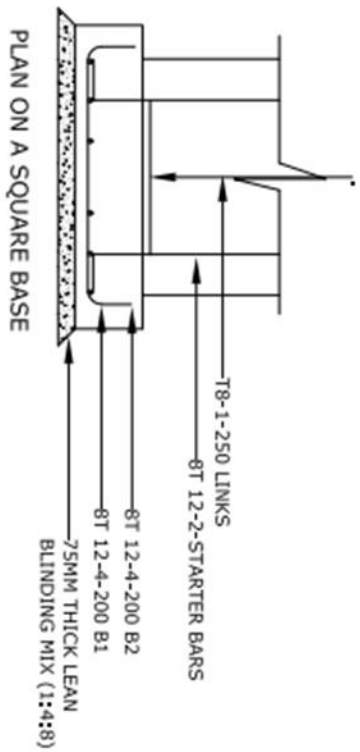
TECHNICAL SPECIFICATION

STANDARD

MATERIAL : BS EN 10025 S235/JIS G3101 SS400

WELDING : BS EN 1011

GALVANIZING : BS EN ISO 1461:2009



NOTES FOR BILLS OF QUANTITIES

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.
2. The prices quoted shall be deemed to include for all obligations under the contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including 16% V.A.T and 3 % Withholding tax). In accordance with Government policy, the 3% withholding Tax shall be deducted from all payments made to the tenderer, and the same shall be forwarded to the Kenya Revenue Authority (KRA).
3. All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part.
4. The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere to. Otherwise alternative brands of equal and approved quality will be accepted. Should the contractor install any material not specified here in before receiving approval from the Project Manager, the contractor shall remove the material in question and at his own cost, install the proper material.
5. The grand total of prices in the price summary page must be carried forward to the Form of Tender.
6. Tenderers must enclose, together with their submitted tenders, detailed manufacturer's brochures detailing Technical Literature and specifications on the following fittings they intend to offer.
 - a. Consumers units
 - b. Contactors
 - c. MCBs
 - d. Floodlights
 - e. Photocell/Timer Switch
 - f. Pilot LampThis shall be used in the tender evaluation to determine the first line aesthetics, quality, performance, maintenance and cost-in -use of fittings offered.

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Supply, install, testing & commissioning of the following complete as specified. All cables shall be copper and shall be complete with cable glands, lugs and necessary termination kits.				
2.01	Luminaire carriage assembly for mounting 8No. 400Watts floodlight fittings.	1	No		
2.03	Enclosed black techno polymer floodlight with polycarbonate visor/photocell, Integral control gear and asymmetrical reflector for 400W HITDE/LED lamp (white illumination). Sealed to IP65 as POLKAR or equal and approved.	8	No		
2.04	Wiring from lighting fitting to the cut-out fuses in 4.0 sq.-mm copper PVC 4-Core Flex. The lighting fittings must be wired in four separate circuits of two Luminaires each.	60	Lm		
2.05	40A HRC fuse, fuse holder and neutral block and all other necessary accessories	1	No		
2.06	Standard motor operated portable mechanical winch for lowering and raising the light carriage as described in technical specifications. Complete with a 5kW motor and other fitting necessary for proper functioning of the system	1	No		

2.07	16.0mm ² 4 core CU/XLPE/S.W.A /PVC underground cable from meter cubicle to the Mast.	25	Lm		
2.07	Control pillar complete with all fuses, contactors, timer switches, automatic voltage stabilizers and circuit breakers	1	No.		
2.15	Standard size pilot lamp mounted on bracket atop luminaire carriage assembly as thorn series.	1	No.		
2.16	600mm long pure copper air termination with spikes mounted atop the mast as Furse	1	No.		
3.05	Allow Kshs 100,000.00 for project management and supervision by the directorate of energy	1	Item		
	Total For maintenance of 1 No Grid Powered Floodlight				

PRICES TO BE INCLUSIVE OF VAT.

Signature of tenderer _____ Date _____

Name of tenderer: _____

Signature of tenderer: _____

Date: _____

SOLAR POWERED FLOODLIGHTS

TECHNICAL SPECIFICATIONS

Technical Specifications

GENERAL

- i) These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications **from ISO Certified solar equipment manufacturers**, drawings, catalogues, etc. for the products they intend to supply. **Downloads from the 'Internet will not be accepted.**
- ii) Tenderers **MUST** only offer **one set** of detailed specifications per equipment. Failure to comply will render the bid non-responsive.
- iii) Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- iv) All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- v) The tenderers are requested to present information along with their offers as follows:
 - a) Shortest possible delivery period of each product.
 - b) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.
- vi) All offered equipment must comply with the relevant Kenyan Standards for such equipment.

GENERAL SPECIFICATION OF MATERIALS AND WORKS GENERAL AND TECHNICAL SPECIFICATIONS

1.5 CLAUSE DESCRIPTION

PART 1

- 1.00 Regulations
- 1.01 Position of Services and Equipment
- 1.02 Setting to work and Regulating Systems
- 1.03 Setting to work and regulating system
- 1.04 Bond for solar system
- 1.05 Identification of plant and Components
- 1.06 Record Drawings
- 1.07 Tests
- 1.08 Quality materials
- 1.09 Training
- 1.10 Equipment guarantee
- 1.11 Patent rights

PART 2

- 2.01 Minimum requirements
- 2.02 Battery bank
- 2.03 Solar panel
- 2.04 LED Light
- 2.05 Cables
- 2.06 Photovoltaic array
- 2.07 Solar radiation
- 2.08 Shading
- 2.09 Mismatch
- 2.10 Temperatures
- 2.11 Cleanliness
- 2.12 Power output from panels
- 2.13 Controller
- 2.14 PV bracket, lamp pole and ancillary equipment

PART 3

3.01 Site location

3.02 Scope of works

3.03 Climatic conditions

3.04 Specification data

1.01 REGULATIONS

In the execution of the works, the following provisions should be complied with as necessary and relevant;

The Kenya power lighting company limited by-laws

The current edition of the "Regulations for the Electric Equipment. of Buildings" issued by the Institution of Electrical Engineers.

- The requirements of the Chief Inspector of Factories for the Kenya Government.
- Kenya Bureau of Standards (KEBS) Standard Specifications and Codes of Practice, or other equal and approved standard specifications and codes.
- The Bye-Laws of the Local Authority.
- Any other regulations applicable to Electric and Electronic Installations or Communications systems in Kenya.
- The Employer's Safety Regulations.

1.02 POSITION OF SERVICES AND EQUIPMENT

The route services and approximate positions of apparatus are shown on the contract drawings but their exact positions shall be determined by approved dimensional details on site by the project manager **(PM)**.

The contractor shall ascertain on site that his work will not foil other services or furniture and all services through the ducts must be readily accessible for maintenance and arranged to allow maximum access along the ducts. Any work which has to be redone due to negligence in this respect will be the contractor's responsibility.

1.03 SETTING TO WORK AND REGULATING SYSTEMS

The contractor shall carry out such tests of the contract works as are required by KEBS Standard Specifications and Codes of Practice, I.E.E Regulations or equal and approved codes, or the competent Authority.

No testing or commissioning shall be under taken except in the presence of and to the satisfaction of the **P.M.** unless approved otherwise by him (contractor's own preliminary and proving tests are exempted).

The contractor shall include in his tender for the costs for testing and commissioning the contract works as herein described. He shall submit for approval to the P.M. a suitable programme for testing and commissioning. The P.M. and the Employer shall be given ample warning as to the dates on which testing and commissioning will take place.

The proving of any system of plant or equipment as to compliance with the specification shall not be approved by the P.M. except at his discretion until tests have been carried out under operating conditions appertaining to the most onerous conditions specified except where the time taken to obtain such conditions is unreasonable or exceeds 12 months after practical completion of the contract works.

1.04 BOND FOR SOLAR SYSTEM WITH PROVISIONAL TYPE APPROVAL Where the SOLAR SYSTEM offered for this tender does not possess full type approval from KEBS but has provisional type approval, the tenderer will be required to submit the name of a separate surety who will be willing to be bound to the Kenya Government in an amount equal the full value of the solar system for a period of 18 months from the date the solar system is commissioned into service. The surety will be subject to the approval of the government.

1.05 IDENTIFICATION OF PLANT AND COMPONENTS

The contractor shall supply and install identification labels to all plant and to all switches and items of control equipment with, where no excessive heating is involved, white Traffolyte or equal labels engraved in block lettering denoting the name/function and/or section controlled. Where heating is likely to distort Traffolyte, approved aluminum labels with stamped or engraved lettering shall be used. The labels shall be mounted on equipment and in most suitable positions. They shall be in English or in internationally understood symbols capable of being read without difficulty. The labels shall conform to descriptions used on record drawing. Details of the lettering of the labels and the method of mounts or supporting shall be forwarded to the P.M. for approval prior to manufacture.

1.06 WORKING DRAWINGS

The contractor shall prepare such Drawings as may be necessary. The working Drawings shall be completed in such details not only that the contract works can be executed on site but also that the **P.M** can approve the contractor's designs and intentions in execution of the contract works.

Approved working drawings shall not be departed from except where provided for. Approval by the P.M. of working Drawings shall neither relieve the contractor of any of his obligations under the contract nor relieve him from correcting any errors found subsequently in the approved working Drawings or elsewhere associated therewith or with the works.

1.07 RECORD DRAWINGS

During the execution of works on site the contractor shall, in a manner approved by the P.M. record on site all information necessary for preparing Record Drawings of the installed contract Works. Marked-up working or other Drawings and other documents shall be made available to the P.M. as he may require for inspection and checking.

Record Drawing shall include but are not restricted to the following drawings or information:-

- Working Drawings amended as necessary but titled "Record Drawings" and certified as a true record of the as installed" contract works.
- Fully dimensioned drawings of all plant and apparatus.
- System Schematic and trunking diagrams showing all salient information relating to control and instrumentation.
- Wiring diagrams of individual plant, apparatus and switch and control boards.

One reproducible copy of the Record Drawings of the contract works and Schematic Diagrams shall be provided not later than one month afterwards.

Notwithstanding the contractor's obligation referred to above, if the contractor fails to produce to the P.M.'s approval of the Record Drawings, within one month of partial or Practical Completion the employer shall be at liberty to have these drawings produced by others. The cost of obtaining the necessary information shall be deducted from the outstanding payments due to the contractor.

1.08 TESTS

Both on completion of his work and at the end of the guarantee period the contractor shall carry out such tests as may be required in the presence of the P.M. or his representative, or the competent Authority and shall provide all necessary Instruments and labour to do so. The Contractor shall pay such charges related to such tests if any

1.09 QUALITY OF MATERIALS

Materials and apparatus required for the complete installation as called for in the specifications or Contract Drawings shall be supplied by the contractor unless specified otherwise. Unless otherwise specified all materials (including equipment, fittings, cables) shall be new, of the best quality and approved origin.

1.10 TRAINING

As directed by and to the satisfaction of the Project Manager, the contractor shall arrange for the training of the technical personnel at the site or the contractor's office on the maintenance of solar system. The cost of such training shall be included in the contractor's prices.

1.11 EQUIPMENT GUARANTEE

The contractor shall undertake in writing to rectify free of charge, all faults arising from faulty components, materials, design or workmanship by the manufacturer or contractor whichever is applicable. This liability shall be for a minimum period of one calendar year from the date of acceptance of the equipment. Twelve months limitation notwithstanding, the period of liability shall not end until all defects which appear during the liability period have been rectified.

1.12 PATENT RIGHTS

The contractor shall fully indemnify the Government against any action, claim or proceeding relating to infringement of any patent or design rights, and shall pay any royalties which may be payable in respect of any article or any part thereof which shall have been supplied by the contractor to the P.M. and in like manner the government of Kenya shall fully indemnify the contractor against any such action, claim or proceeding for infringement or alleged infringement under the works the design thereof which shall have been supplied by the P.M. to the contractor, but this indemnity shall apply to the works only, and any permission or request to manufacture to the order of the P.M. shall not relieve the contractor from liability should he manufacture for, or supply to other buyers.

2.00 TECHNICAL SPECIFICATIONS

2.01 Minimum requirements

This specification defines minimum requirements, but tenderers who offer superior facilities will be considered.

Any tender which does not comply with the minimum requirements will be rejected.

2.02 Solar panel

The panel shall be capable of providing power output at maximum solar input (at midday). The minimum power output at the lowest level of sunlight (sunset or cloudy weather shall not be below the specified output.

The panel shall be fixed securely on a platform. It shall be installed titled at the specified angle designed to maximum sunlight such that the entire sun rays are approximately directly perpendicular the panel throughout the day.

For the purpose of this specification the sizes of the panels shall be as below: -

1) Standard size.....100W - 200W

Medium.....45W - 100W

Panels shall be tested under **Standard Test Conditions (STC)** at 1000W/ M² at air mass of 1.5KG/M³ and cell temperature of 25°C. The result shall be presented in a current/voltage curve or graph.

The nominal peak power for each module as measured in the test in watts peak (WP) shall not be below 16 - 18 Volt range.

Each module shall have at its output terminals Blocking diodes connected in series with a string to protect the module from reverse current flow from either the adjacent module or battery bank.

The panels shall be protected from lightning and surges. The surge protecting devices shall be Circuit Breakers installed at the final output of PV array. It shall protect the array from reverse surges from battery bank or inverters.

Bypass diodes may be placed around a module that is likely to have localized shading. It provides a current path around such a shaded module.

The solar panel should meet the following minimum requirements.

- i. Minimum 10-year manufacturer of 90% minimal rated power output with working life of more than 25 years.*
- ii. Anodized aluminum alloy frame,*
- iii. temperature tolerance -40 - 850C, CE.*
- iv. STC irradiance 1000w/m², cell temperature 250 centigrade.*
- v. Wattage 200W polycrystalline*

2.03 LED Floodlight

The lamps shall be patented all in one design 300/400 watts LED (Light emitting diode) street light. The LED light shall have the following features

- Chips outstanding energy saving performance
- Instant start and flicker free to reduce the eye strain
- Very even light distribution and high uniformity, no glare to eyes
- Good colour rendering, vivid colours under the light
- 5to10 year warranty

The LED light should meet the following minimum requirements.

- i. Utilize renowned LED chip brands using a minimum of 30 chips.*
- ii. Manufacturer on life span to exceed 50,000 hour/5years.*
- iii. Anti-bird shape.*
- iv. 5000-7000K colour temperature*
- v. 300W 12V, LED's*
- vi. IP 66*

2.04 Cables

The DC cable length from the panel to the light fittings shall be short as possible. It would be noted that the short circuit current from a PV module is limited by the internal resistance of the module and is only slightly higher than the normal operating current so fuses are of little use in protecting apparatus. Thus, when short circuit occurs in such a system it can continue undetected for

a long time as long as the panel is exposed to light and can cause fire. Precaution must be taken to ensure safety for the installed solar system.

Minimum lengths of DC cable shall ensure low cost and low voltage drop.

The installation shall be ground fault proof and short circuit proof.

2.05 Solar radiation

Though Geographical location determines the performance of the solar panel, the installer shall ensure his panels are properly installed tilted appropriately and oriented such as to maximize receipt of solar radiation.

The orientation of panel shall be approximately due south and at a tilt from the horizontal equal to the latitude of the site minus approximately 20° e.g say 25° due south.

The tilt and orientation shall ensure at least 90% of the maximum energy is received by the panels.

2.06 Shading

Shading shall be avoided as much as possible. Shading results in significant loss of energy from the panels.

2.07 Mismatch

All cells in the module must have similar characteristic. Similarly, all modules must have similar characteristic as poor-quality modules leads to significant loss of energy since the inferior module determines the current.

2.08 Temperatures

Any radiation not converted into Electricity is converted to heat. The waste heat can cause temperatures around the modules to rise. At 90°C EVA encapsulate will be damaged. The panel shall be installed raised at least 6 inches above the platform to allow for natural ventilation of the panel both on the front side and the back side.

The efficiency of the PV cells drops significantly as the temperature of the cell rises

- 0.45% for every degree rise in temperature for mono crystalline silicon
- It is less for amorphous silicon cell - 0.25% care shall be taken to ensure the panels are well ventilated and where this cannot be achieved naturally then mechanical ventilation shall be provided.

2.09 Cleanliness

The panels shall be installed tilted to reduce dust accumulation and allow for self-cleaning. The panel should be tilted at a minimum 15° to 20°. Dust may cause power reduction of about 10% Tilts also allow for rain cleaning of the panels. However, the panels shall be cleaned every month during the 6 months liability period.

2.10 Power output from panels

It is expected that 1m² of amorphous thin film provide 30-70kwh in a year and 1 m² of mono crystalline film shall provide 60 - 150 Kwh in a year.

2.11 Controller and Battery

The controller and battery should meet the following minimum requirements.

- i. Manufacturer warranty of minimum 3 years with a 6-year working life.
- ii. Ambient light sensors, automatically tracing solar panel max charging current.
- iii. IP 68 Waterproofing with external temperatures sensors (working temperature -35 to +60)

2.12 PV bracket, Lamp pole and Ancillary equipment.

The equipment should meet the following minimum requirements.

- i. Minimum Manufacturer warranty of 10 years with a working life 25 year.

- ii. Anti-rust Q235 steel pole hot dip galvanized surface treatment along with additional polyester powder coating minimum 3.0mm thickness.
- iii. Compliant with IEC 60598 public lighting safety requirements
- iv. Anti-toppling foundation pole with ability to resist wind speeds exceeding 100 km/hr.
- v. High visibility anti-accident reflector painting on poles base.
- vi. Provision for battery to be mounted at a substantial height.
- vii. A specialized security system individual to each installation preventing theft of components.
- viii. 12.0m(as specified in the B.Q.)

3.0 PARTICULAR SPECIFICATIONS

3.01 Site location

The site of the proposed works is located at **Rongo Sub County**

3.02 Scope of the works

The scope of works for installation of the solar system include: -

- i. Installation of high mast steel pole for anchoring solar panels and floodlights
- ii. Installation of integrated solar floodlights on the mast

3.03 Climatic conditions

Mean Maximum Temperatures c Mean Minimum Temperature

..... c

Range of Relative humidity%

Salt in the atmosphere %

Altitude above sea levelm

Latitude /Longitude'S/..... 'E

Solar Radiation,(month) Mean Max Langley's

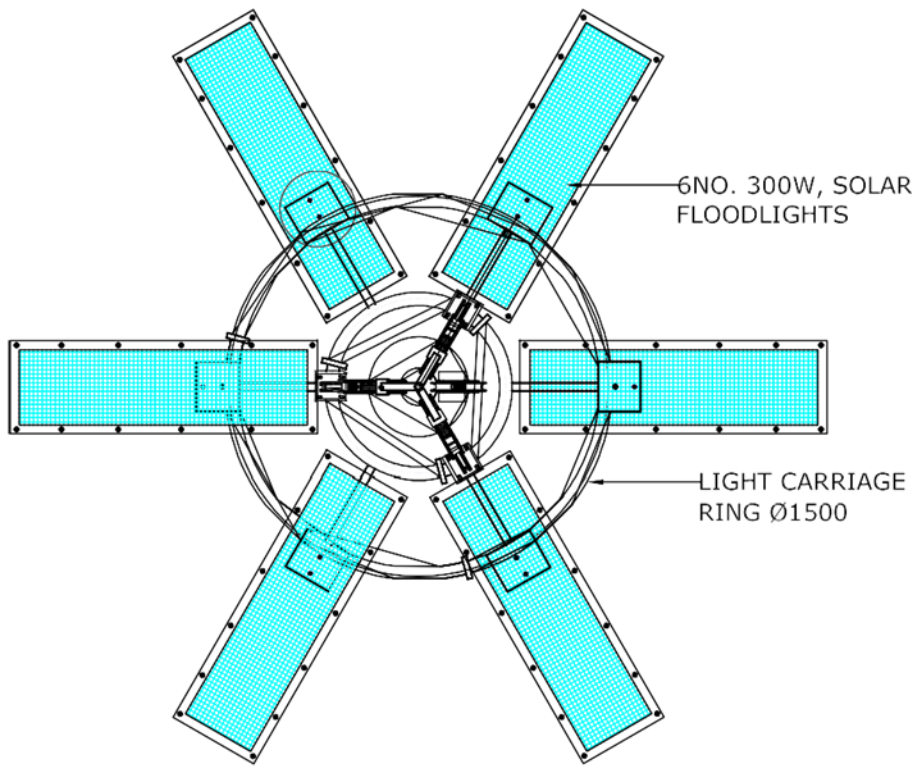
Extremely heavy rains fall at certain periods of the year and the contractor shall be deemed to have taken account of this factor both in his prices and his planning of the execution of the contract works.

Equipment de-rating factors for the temperature and altitude shall be stated.

Light source	<p>The lamp provides a minimum of 24 Centres Lux mounted on a 12.5m High Mast pole Power: 300W LED Solar Floodlight, as ALL TOP ELECTRICALS. Material of Fixture: Aluminum die casting toughened glass LED Type : Brigelux Chips Luminous flux: 160LM/W Colour Temperature: 3800-5000 K (White Protection Level:IPS66) Inbuilt Inbuilt charge controller with battery level indicator.</p>
Solar Panel	200W, 18V, high - efficiency polycrystalline PV module
Controller	<p>Inovus Intelligent 60Amps, light/time intelligent control, PMW mode ; various protections, water proof, IP68 guard level; various protections. Should be capable of handling a max peak</p>
Battery	<p>The battery, when fully charged shall be able to supply power to the lamp for one night with Debt of Discharge equal 30% or less. A fully charged battery should be capable of providing power for the lamp for 3 rainy days. Capacity - 12/108 AH, solar special Lithium ion battery, fully sealed deep cycle free maintenance</p>
High Mast	<p>12.5m high mast; hot-deep galvanized and spray coated treatment, rust proof; Complete with solar frames and light domes.</p>
High Mast	Galvanized metal pole of high quality Q235 steel is 12.5M of Diameter 300mm-500mm; Thickness 8mm; Shape Polygonal. Capable of withstanding a wind of up to

Foundation	Contractor to design & cast foundation that suits the condition of the soil and able to hold the mast. The foundation should be designed to withstand up to 100Km/h wind force on the high mast
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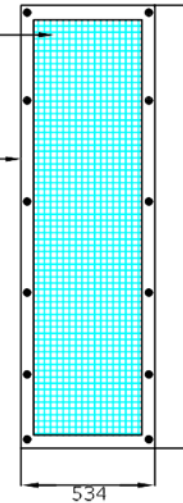
DRAWINGS



INTEGRATED SOLAR FLOODLIGHT: TOP VIEW

18V, 200w
MONOCRYSTALLINE
SOLAR PANEL

DIE-CASTING
ALUMINIUM
CASING



SOLAR FLOODLIGHT FITTING: TOP VIEW

NOTES

GENERAL

All dimensions are in mm unless otherwise stated.
All dimensions to be checked and confirmed on site commencement of any work.
Written dimensions override scaled dimensions.
Reinforced concrete to be grade 30(1:1.2) to BS 8110.
Blinding concrete to be grade 15(1:3:6) to BS 8110.
Maximum aggregate size used should be 20mm.
Maximum free water/cement ratio to be 0.5.
Reinforcement should be approved before concreting.
Cover to main reinforcement shall be 30mm for beam columns and slabs; and 40mm for footings with blinding and 75mm for footing without blinding.
All structural drawings to be read in conjunction with notes unless otherwise specified.

FOUNDATION

Design safe bearing capacity of soil below foundation to be 250N/m²
Foundation depth to be determined on site.
All unsuitable soil to be excavated. Buckling on excavation to be done with approved granular material.

STEEL

All steel to be Grade S275
All structured steel to be galvanized with a minimum of 95 microns. Galvanization shall conform to BS 7293.
Welds on structural steel not to exceed 6mm and shall conform to BS5130.
All bolts to be grade 8.8. Bolts and nuts must conform to BS 4190.

Any changes in the member sizes or thickness due to unavailability in the market MUST be authorized by Structural Engineer.

REVISIONS

PROJECT TITLE:
PROPOSED INTEGRATED SOLAR FLOODLIGHT

DRAWING TITLE:
PLAN VIEW

SCALE:
NTS

DATE:
SEPT 2023

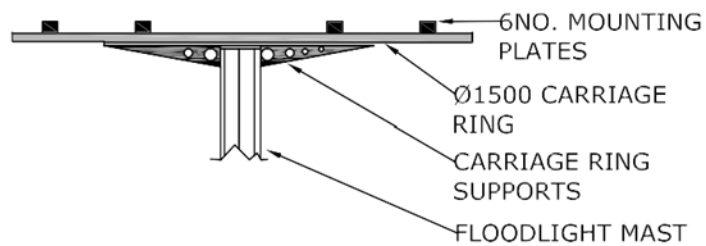
DRAWN BY:
G.ENG. HENRY INDA

CHECKED BY:
PHIDALE MAJID

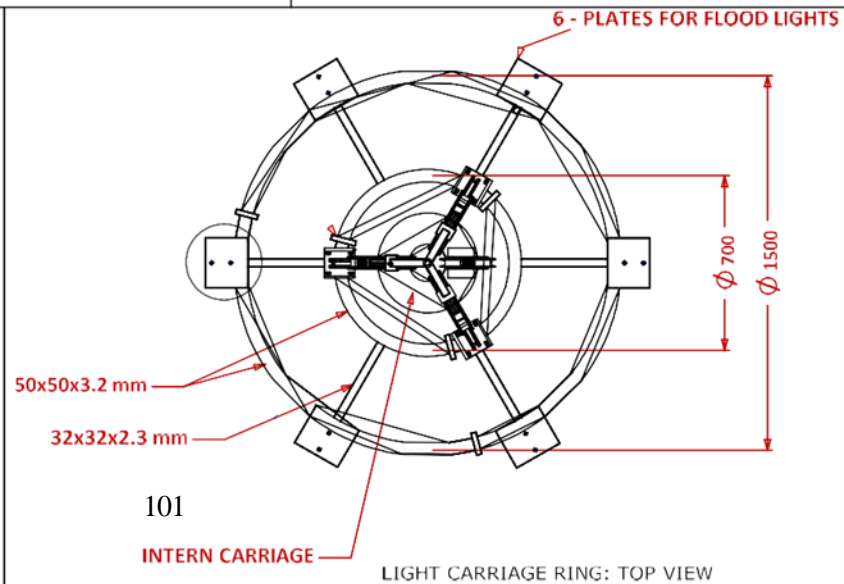


COUNTY GOVERNMENT
DEPARTMENT OF WATER

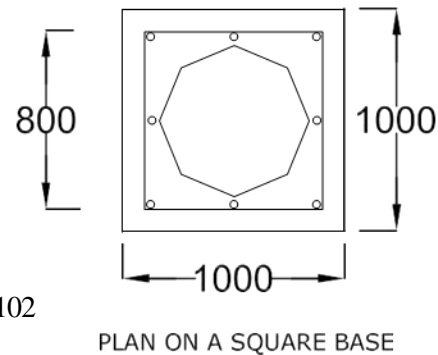
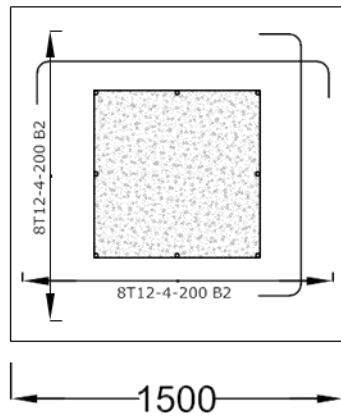
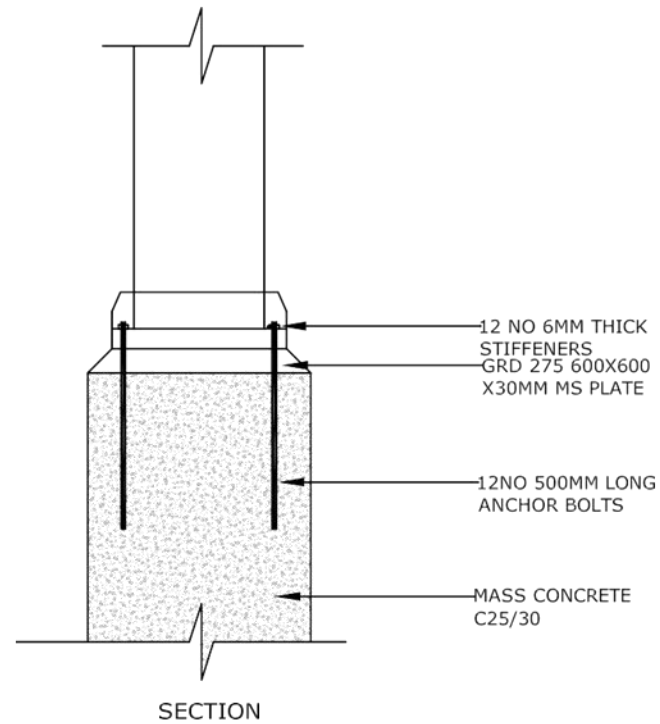
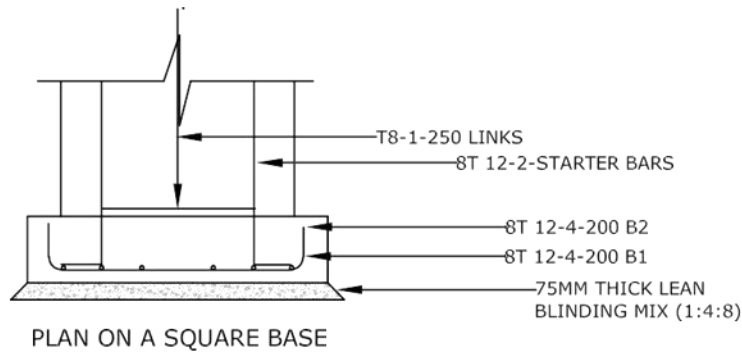
DRAWING NO.: MCG/DW/E/2023/005



LIGHT CARRIAGE RING: SIDE VIEW



LIGHT CARRIAGE RING: TOP VIEW



NOTES

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 All structured steel to be galvanized with a minimum thickness of 95 microns. Galvanization shall conform to BS 7295.
 Welds on structural steel not to exceed 6mm and shall conform to BS5130.
 All bolts to be grade 8.8. Bolts and nuts must conform to BS 4190.
 Any changes in the member sizes or thickness due to unavailability in the market MUST be authorized by the Structural Engineer.

REVISIONS

PROJECT TITLE:
 PROPOSED 12M HIGH MAST SOLAR FLOOR

DRAWING TITLE:
 FOUNDATION DETAILS

SCALE:
 NTS

DATE:
 SEPT 2023

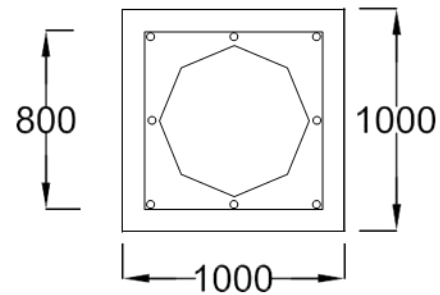
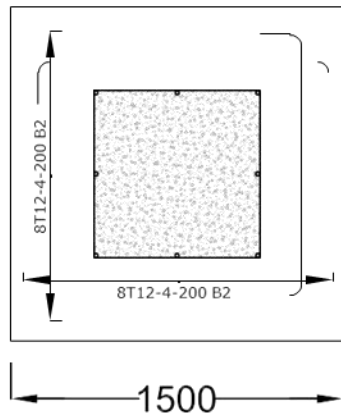
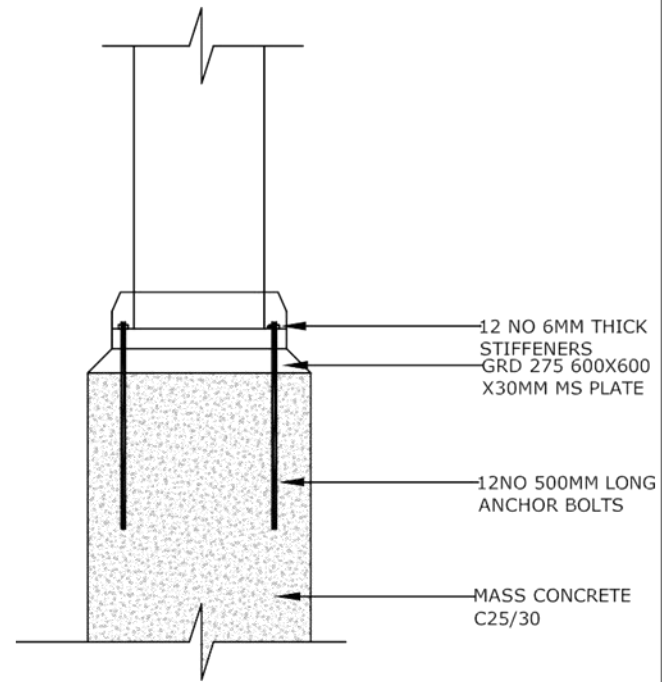
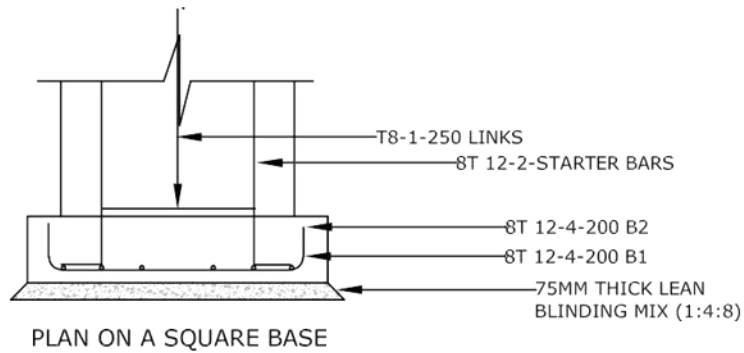
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 G.ENG. HENRY INDA

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 PHIDALE MAJI



COUNTY GOVERNMENT OF
 MANDERA
 DEPARTMENT OF WATER AND IRRIGATION

DRAWING NO.: MCG/DW/E/2023/0010



103

REVISIONS

PROJECT TITLE:
PROPOSED 12M HIGH MAST SOLAR FLOOR

DRAWING TITLE:
FOUNDATION DETAILS

SCALE:
NTS

DATE:
SEPT 2023

DRAWN BY:
G.ENG. HENRY INDA

CHECKED BY:
CHARLES CHA



COUNTY GOVERNMENT
DEPARTMENT OF WATER

DRAWING NO.: MCG/DW/E/2023/0010



18V, 200W
MONOCRYSTALLINE
SOLAR PANEL

5050 LED
252PCS
3000K-6000K

12.8V, 108AH
LiFePO₄ INBUILT
BATTERY

LIGHT MOUNT

REVISIONS

PROJECT TITLE:
PROPOSED 20M HIGH MAST FLOODLIGHT AT
MAASAI EAST KANYAMKAGO- URIRI SUB-CO

DRAWING TITLE:
INTEGRATED SOLAR LIGHT DETAILS

SCALE:
NTS

DATE:
SEPT 2023

DRAWN BY:
G.ENG. HENRY INDA

CHECKED BY:
CHARLES CHA



DRAWING NO.: MCG/DW/E/2023/0010

BILLS OF QUANTITIES

NOTES FOR BILLS OF QUANTITIES

The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.

The price quoted shall be deemed to include for all obligations under the contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including **16% V.A.T and 3 % Withholding tax**).

In accordance with Government policy, the 3% withholding Tax **shall be deducted** from all payments made to the tenderer, and the same shall be forwarded to the **Kenya Revenue Authority (KRA)**.

3 All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part.

The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere to. Otherwise alternative brands of **equal** and **approved** quality will be accepted. Should the contractor install any material not specified here in before receiving **approval** from the Project Manager, the contractor shall remove the material in question and **at his own cost**, install the proper material.

The grand total of prices in the price summary page must be carried forward to the **Form of Tender**.

Tenderers must enclose, together with their submitted tenders, **detailed manufacturer's brochures** detailing Technical Literature and specifications on the following fittings they intend to offer.

- a) Solar Floodlights with inbuilt charge controller and battery
- b) Connecting cables
- c) Solar panels
- d) High Mast

This shall be used in the tender evaluation to determine the first line aesthetics, quality, performance, maintenance and cost-in -use of fittings offered

i) SCHEDULE OF REQUIREMENTSTABLE

(Procuring Entity will complete the list of items to be same as those on Part 2 Table A. Schedule of Requirements and Technical Specifications and tender /should complete columns D and E).

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
1.00	<p><u>SOLAR FLOODLIGHTS - MAINTENANCE</u> Supply, deliver, install test and commission the following integrated solar light fittings including all connections and accessories for proper functioning of system.</p>				
A	<p><u>LIGHT FITTING</u> Supply, deliver, install and test an all-in-one solar streetlight combination complete with the following in-built components: 300W 5050 LED 252PCS 3000K-6000K solar streetlight fitting with an efficacy of 160 lumens per watt ii) 18V, 200W monocrystalline solar panel iii) 12.8V, 108aH in-built Lithium-iron battery iv) Dusk to dawn photocell The unit shall have a charge time of 6-8 hours and a back- up time of up to 3 days. It shall have a waterproof aluminium casing and shall have LED lifetime of not less than 50,000 hours. It shall be as ALL-TOP ELECTRONICS0310G300-01 or equal and approved The light fitting shall have an overall dimension of 1767*534*174mm</p>	No.	6		

2.00	<u>REMOVAL OF EXISTING FIXTURES</u>				
A	Remove all existing fixtures on the mast and hand over to the department of Water and Energy	No	1		
4.00	<u>PAINTING</u> Paint the steel pole with the colour of the county as shall be directed. The pole shall be written: "FUNDED BY MIGORI COUNTY GOVERNMENT	Item	1		
5.00	<u>SUPERVISION AND PROJECT MANAGEMENT</u> Allow Kshs. 100,000 for supervision and contract management by the directorate of Energy	Item	1		

	Sub-total	
	Add 16% VAT	
	Total for 1No. Solar floodlight mast	

PRICES TO BE INCLUSIVE OF VAT.

Signature of tenderer _____ Date _____

Name of tenderer : _____

Signature of tenderer : _____

Date: _____

SOLAR POWERED STREETLIGHTS

TECHNICAL SPECIFICATIONS

Technical Specifications

GENERAL

These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications **from ISO Certified solar equipment manufacturers**, drawings, catalogues, etc. for the products they intend to supply. **Downloads from the 'Internet will not be accepted.**

Tenderers **MUST** only offer **one set** of detailed specifications per equipment. Failure to comply will render the bid non-responsive.

Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

The tenderers are requested to present information along with their offers as follows:

Shortest possible delivery period of each product.

Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

All offered equipment must comply with the relevant Kenyan Standards for such equipment.

**GENERAL SPECIFICATION OF MATERIALS AND WORKS
GENERAL AND TECHNICAL SPECIFICATIONS**

1.5 CLAUSE DESCRIPTION

PART 1

- 1.00 Regulations
- 1.01 Position of Services and Equipment
- 1.02 Setting to work and Regulating Systems
- 1.03 Setting to work and regulating system
- 1.04 Bond for solar system
- 1.05 Identification of plant and Components
- 1.06 Record Drawings
- 1.07 Tests
- 1.08 Quality materials
- 1.09 Training
- 1.10 Equipment guarantee
- 1.11 Patent rights

PART 2

- 2.01 Minimum requirements
- 2.02 Battery bank
- 2.03 Solar panel
- 2.04 LED Light
- 2.05 Cables
- 2.06 Photovoltaic array
- 2.07 Solar radiation
- 2.08 Shading
- 2.09 Mismatch
- 2.10 Temperatures
- 2.11 Cleanliness
- 2.12 Power output from panels
- 2.13 Controller
- 2.14 PV bracket, lamp pole and ancillary equipment

PART 3

- 3.01 Site location
- 3.02 Scope of works
- 3.03 Climatic conditions
- 3.04 Specification data

1.01 REGULATIONS

In the execution of the works, the following provisions should be complied with as necessary and relevant;

The Kenya power lighting company limited by-laws

The current edition of the "Regulations for the Electric Equipment. of Buildings" issued by the Institution of Electrical Engineers.

The requirements of the Chief Inspector of Factories for the Kenya Government.

Kenya Bureau of Standards (KEBS) Standard Specifications and Codes of Practice, or other equal and approved standard specifications and codes.

The By-Laws of the Local Authority.

Any other regulations applicable to Electric and Electronic Installations or Communications systems in Kenya.

The Employer's Safety Regulations.

1.02 POSITION OF SERVICES AND EQUIPMENT

The route services and approximate positions of apparatus are shown on the contract drawings but their exact positions shall be determined by approved dimensional details on site by the project manager **(PM)**.

The contractor shall ascertain on site that his work will not foil other services or furniture and all services through the ducts must be readily accessible for maintenance and arranged to allow maximum access along the ducts. Any work which has to be redone due to negligence in this respect will be the contractor's responsibility.

1.03 SETTING TO WORK AND REGULATING SYSTEMS

The contractor shall carry out such tests of the contract works as are required by KEBS Standard Specifications and Codes of Practice, I.E.E Regulations or equal and approved codes, or the competent Authority.

No testing or commissioning shall be under taken except in the presence of and to the satisfaction of the **P.M.** unless approved otherwise by him (contractor's own preliminary and proving tests are exempted).

The contractor shall include in his tender for the costs for testing and commissioning the contract works as herein described. He shall submit for approval to the P.M. a suitable programme for testing and commissioning. The P.M. and the Employer shall be given ample warning as to the dates on which testing and commissioning will take place.

The proving of any system of plant or equipment as to compliance with the specification shall not be approved by the P.M. except at his discretion until tests have been carried out under operating conditions appertaining to the most onerous conditions specified except where the time taken to obtain such conditions is unreasonable or exceeds 12 months after practical completion of the contract works.

1.04 BOND FOR SOLAR SYSTEM WITH PROVISIONAL TYPE APPROVAL Where the SOLAR SYSTEM

offered for this tender does not possess full type approval from KEBS but has provisional type approval, the tenderer will be required to submit the name of a separate surety who will be willing to be bound to the Kenya Government in an amount equal the full value of the solar system for a period of 18 months from the date the solar system is commissioned into service. The surety will be subject to the approval of the government.

1.05 IDENTIFICATION OF PLANT AND COMPONENTS

The contractor shall supply and install identification labels to all plant and to all switches and items of control equipment with, where no excessive heating is involved, white Traffolyte or equal labels engraved in block lettering denoting the name/function and/or section controlled. Where heating is likely to distort Traffolyte, approved aluminum labels with stamped or engraved lettering shall be used. The labels shall be mounted on equipment and in most suitable positions. They shall be in English or in internationally understood symbols capable of being read without difficulty. The labels shall conform to descriptions used on record drawing. Details of the lettering of the labels and the method of mounts or supporting shall be forwarded to the P.M. for approval prior to manufacture.

1.06 WORKING DRAWINGS

The contractor shall prepare such Drawings as may be necessary. The working Drawings shall be completed in such details not only that the contract works can be executed on site but also that the **P.M.** can approve the contractor's designs and intentions in execution of the contract works.

Approved working drawings shall not be departed from except where provided for. Approval by the P.M. of working Drawings shall neither relieve the contractor of any of his obligations under the contract nor relieve him from correcting any errors found subsequently in the approved working Drawings or elsewhere associated therewith or with the works.

1.07 RECORD DRAWINGS

During the execution of works on site the contractor shall, in a manner approved by the P.M. record on site all information necessary for preparing Record Drawings of the installed contract Works. Marked-up working or other Drawings and other documents shall be made available to the P.M. as he may require for inspection and checking.

Record Drawing shall include but are not restricted to the following drawings or information:-

Working Drawings amended as necessary but titled "Record Drawings" and certified as a true record of the as installed" contract works.

Fully dimensioned drawings of all plant and apparatus.

System Schematic and trunking diagrams showing all salient information relating to control and instrumentation.

Wiring diagrams of individual plant, apparatus and switch and control boards.

One reproducible copy of the Record Drawings of the contract works and Schematic Diagrams shall be provided not later than one month afterwards.

Notwithstanding the contractor's obligation referred to above, if the contractor fails to produce to the P.M.'s approval of the Record Drawings, within one month of partial or Practical Completion the employer shall be at liberty to have these drawings produced by others. The cost of obtaining the necessary information shall be deducted from the outstanding payments due to the contractor.

1.08 TESTS

Both on completion of his work and at the end of the guarantee period the contractor shall carry out such tests as may be required in the presence of the P.M. or his representative, or the competent Authority and shall provide all necessary Instruments and labour to do so. The Contractor shall pay such charges related to such tests if any.

1.09 QUALITY OF MATERIALS

Materials and apparatus required for the complete installation as called for in the specifications or Contract Drawings shall be supplied by the contractor unless specified otherwise. Unless otherwise specified all materials (including equipment, fittings, cables) shall be new, of the best quality and approved origin.

1.10 TRAINING

As directed by and to the satisfaction of the Project Manager, the contractor shall arrange for the training of the technical personnel at the site or the contractor's office on the maintenance of solar system. The cost of such training shall be included in the contractor's prices.

1.11 EQUIPMENT GUARANTEE

The contractor shall undertake in writing to rectify free of charge, all faults arising from faulty components, materials, design or workmanship by the manufacturer or contractor whichever is applicable. This liability shall be for a minimum period of one calendar year from the date of acceptance of the equipment. Twelve months limitation notwithstanding, the period of liability shall not end until all defects which appear during the liability period have been rectified.

1.12 PATENT RIGHTS

The contractor shall fully indemnify the Government against any action, claim or proceeding relating to infringement of any patent or design rights, and shall pay any royalties which may be payable in respect of any article or any part thereof which shall have been supplied by the contractor to the P.M. and in like manner the government of Kenya shall fully indemnify the contractor against any such action, claim or proceeding for infringement or alleged infringement under the works the design thereof which shall have been supplied by the P.M. to the contractor, but this indemnity shall apply to the works only, and any permission or request to manufacture to the order of the P.M. shall not relieve the contractor from liability should he manufacture for, or supply to other buyers.

2.00 TECHNICAL SPECIFICATIONS

2.01 Minimum requirements

This specification defines minimum requirements, but tenderers who offer superior facilities will be considered.

Any tender which does not comply with the minimum requirements will be rejected.

2.02 Solar panel

The panel shall be capable of providing power output at maximum solar input (at midday). The minimum power output at the lowest level of sunlight (sunset or cloudy weather shall not be below the specified output.

The panel shall be fixed securely on a platform. It shall be installed tilted at the specified angle designed to maximum sunlight such that the entire sun rays are approximately directly perpendicular the panel throughout the day.

For the purpose of this specification the sizes of the panels shall be as below: -

1) Standard size.....100W - 200W

Medium.....45W - 100W

Panels shall be tested under **Standard Test Conditions (STC)** at 1000W/ M² at air mass of 1.5KG/M³ and cell temperature of 25°C. The result shall be presented in a current/voltage curve or graph.

The nominal peak power for each module as measured in the test in watts peak (WP) shall not be below 12 - 18 Volt range.

Each module shall have at its output terminals Blocking diodes connected in series with a string to protect the module from reverse current flow from either the adjacent module or battery bank.

The panels shall be protected from lightning and surges. The surge protecting devices shall be Circuit Breakers installed at the final output of PV array. It shall protect the array from reverse surges from battery bank or inverters.

Bypass diodes may be placed around a module that is likely to have localized shading . It provides a current path around such a shaded module.

The solar panel should meet the following minimum requirements.

Minimum 10-year manufacturer of 90% minimal rated power output with working life of more than 25 years.

Anodized aluminum alloy frame,

temperature tolerance -40 - 850C, CE.

STC irradiance 1000w/m², cell temperature 250 centigrade.

Wattage 240W monocrystalline

2.03 LED Streetlight Lamp

The lamps shall be patented all in one design 100 watts LED (Light emitting diode) street light. The LED light shall have the following features

Chips outstanding energy saving performance

Instant start and flicker free to reduce the eye strain

Very even light distribution and high uniformity, no glare to eyes

Good colour rendering, vivid colours under the light

5 to 10 year warranty

The LED light should meet the following minimum requirements.

Utilize renowned LED chip brands using a minimum of 30 chips.

Manufacturer on life span to exceed 50,000 hour/5years.

Anti-bird shape.

3000-6500K colour temperature

100W 12V, LED's

IP 66

2.04 Solar radiation

Though Geographical location determines the performance of the solar panel, the installer shall ensure his panels are properly installed tilted appropriately and oriented such as to maximize receipt of solar radiation.

The orientation of panel shall be approximately due south and at a tilt from the horizontal equal to the latitude of the site minus approximately 20° e.g say 25° due south.

The tilt and orientation shall ensure at least 90% of the maximum energy is received by the panels.

2.06 Shading

Shading shall be avoided as much as possible. Shading results in significant loss of energy from the panels.

2.07 Mismatch

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0.45% for every degree rise in temperature for mono crystalline silicon
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2.11 Controller, Photocell and Battery

The controller and battery should meet the following minimum requirements.
Manufacturer warranty of minimum 3 years with a 6-year working life.
Ambient light sensors, automatically tracing solar panel max charging current.
IP 68 Waterproofing with external temperatures sensors (working temperature -35 to +60)
The photocell shall be able to control the lighting to be switched on from dusk to dawn

2.12 PV bracket, Lamp pole and Ancillary equipment.

The equipment should meet the following minimum requirements.
Minimum Manufacturer warranty of 10 years with a working life 25 year.
Anti-rust Q235 steel pole hot dip galvanized surface treatment along with additional polyester powder coating minimum 3.0mm thickness.
Compliant with IEC 60598 public lighting safety requirements
Anti-toppling foundation pole with ability to resist wind speeds exceeding 20 km/hr.

High visibility anti-accident reflector painting on poles base.
Provision for battery to be mounted at a substantial height.
A specialized security system individual to each installation preventing theft of components.
8.0m(as specified in the B.Q.)

3.0 PARTICULAR SPECIFICATIONS

3.01 Site location

The site of the proposed works is located at **Suna East, Suna West, Kuria East, Kuria West, Rongo, Awendo, Uri and Nyatike Sub County**

3.02 Scope of the works

The scope of works for installation of the solar system include: -
Installation of 8m steel pole for anchoring solar streetlights
Installation of solar streetlight top of the pole

3.03 Climatic conditions

Mean Maximum Temperatures °c Mean Minimum Temperature

..... °c

Range of Relative humidity%

Salt in the atmosphere %

Altitude above sea levelm

Latitude /Longitude °'S/..... °'E

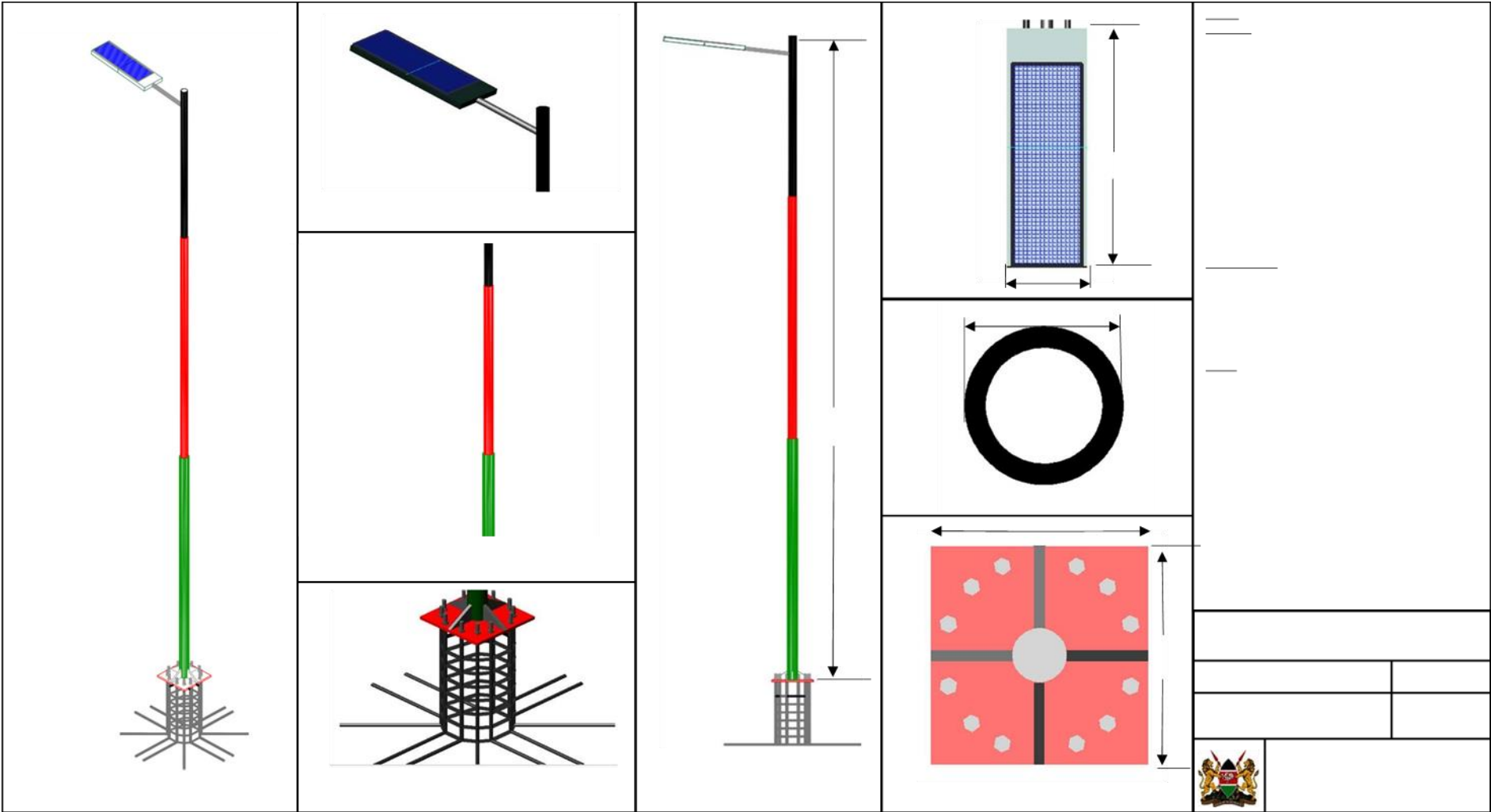
Solar Radiation, (month) Mean Max Langley's

Extremely heavy rains fall at certain periods of the year and the contractor shall be deemed to have taken account of this factor both in his prices and his planning of the execution of the contract works.

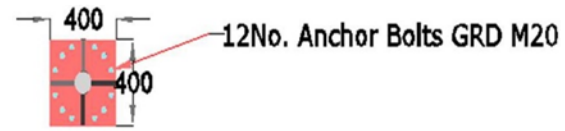
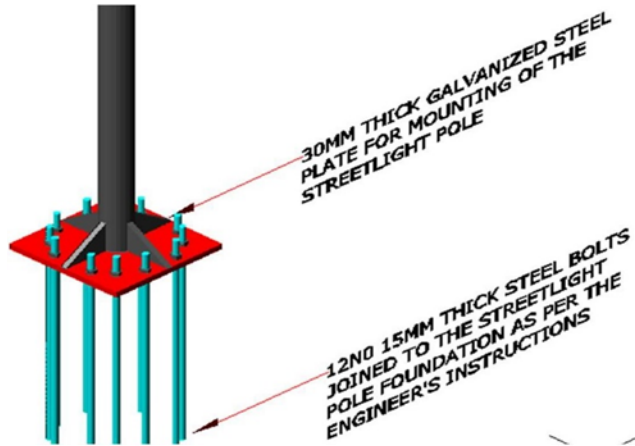
Equipment de-rating factors for the temperature and altitude shall be stated.

Light source	<p>The lamp provides a minimum of 24 Centres Lux mounted on a 8m Steel pole Power: 100W LED Solar Floodlight, as Philips. Material of Fixture: Aluminum die casting toughened glass LED Type : Brigelux Chips Luminous flux:160LM/W Colour Temperature: 3000-6500 K (White Protection Level:IPS66) Inbuilt Inbuilt charge controller with battery level indicator. Inbuilt battery and dusk to dawn auto-switching</p>
Solar Panel	145W, 18V, high - efficiency monocrystalline PV module
Controller	Inbuilt intelligent charge controller as per the manufacturer (Philips)
Battery	<p>The battery, when fully charged shall be able to supply power to the lamp for one night with Debt of Discharge equal 30% or less. A fully charged battery should be capable of providing power for the lamp for 3 rainy days. Capacity – 12.8/888WH, solar special Lithium ion battery, fully sealed deep cycle free maintenance The battery shall be inbuilt.</p>
Steel Pole	8m high mast ; hot-deep galvanized and spray coated treatment, rust proof; Complete streetlight anchoring fixtures
Steel Pole	Galvanized metal pole of high quality Q235 steel is 8m of Diameter 100mm-150mm; Thickness 8mm; Shape Cylindrical. Capable of withstanding a wind of up to 20KM/h.
Foundation	Contractor to design & cast foundation that suits the condition of the soil and able to hold the mast. The foundation should be designed to withstand up to 20Km/h wind force on the Steel Pole.

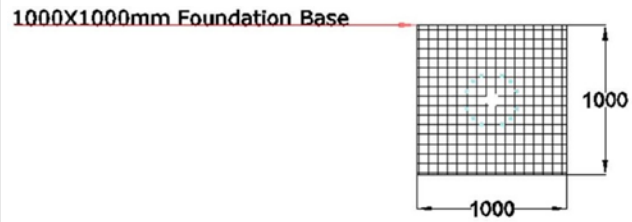
DRAWINGS



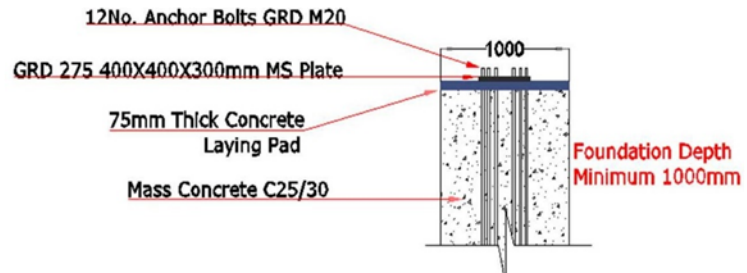




PLAN ON SQUARE MOUNTING PLATE



PLAN ON FOUNDATION BASE



BILLS OF QUANTITIES

NOTES FOR BILLS OF QUANTITIES

The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.

The price quoted shall be deemed to include for all obligations under the contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including **16% V.A.T and 3 % Withholding tax**).

In accordance with Government policy, the 3% withholding Tax **shall be deducted** from all payments made to the tenderer, and the same shall be forwarded to the **Kenya Revenue Authority (KRA)**.

3 All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part.

The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere to. Otherwise alternative brands of **equal** and **approved** quality will be accepted. Should the contractor install any material not specified here in before receiving **approval** from the Project Manager, the contractor shall remove the material in question and **at his own cost**, install the proper material.

The grand total of prices in the price summary page must be carried forward to the **Form of Tender**.

Tenderers must enclose, together with their submitted tenders, **detailed manufacturer's brochures** detailing Technical Literature and specifications on the following fittings they intend to offer.

- a) Solar Floodlights
- b) Contactors
- c) Maintenance Free Battery
- d) Solar Controller
- e) High Mast

This shall be used in the tender evaluation to determine the first line aesthetics, quality, performance, maintenance and cost-in-use of fittings offered

i) SCHEDULE OF REQUIREMENTSTABLE

(Procuring Entity will complete the list of items to be same as those on Part 2 Table A. Schedule of Requirements and Technical Specifications and tender /should complete columns D and

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
1.00	<u>SOLAR STREET LIGHT, BATTERY AND SOLAR PANELS (ALL IN ONE STREET LIGHT)</u>				
A	Supply, deliver, install and test an all-in-one solar streetlight complete with the following in-built components: i) 100W LED 6000-650K solar streetlight fitting with an efficacy of 160 lumens per watt ii) 18V, 145W monocrystalline solar panel iii) 12.8v, 888WH in-built Lithium-iron battery iv) Motion sensor with a coverage of 80sqm v) Dusk to dawn photocell The unit shall have a charge time of 6-8 hours and a back- up time of up to 3 days. It shall have a waterproof aluminum casing and shall have LED lifetime of not less than 50,000 hours. It shall be as FELICITY SOLAR STREETLIGHT A3-100W or equal and approved	No.	1		
B	<u>REMOVAL OF EXISTING FIXTURES</u> Allow for safe removal of existing streetlight fixtures and hand them over to the Department of Water and Energy	Item	1		
B	<u>RE-INSTALLATION OF BROKEN DOWN/INCLINED POLES</u> Allow Kshs. 9,000 for re-installation of inclined streetlight poles	Item	1		
C	<u>RE-PAINTING</u> Paint the steel pole with the color of the county as shall be directed. The mast shall be written "FUNDED BY MIGORI COUNTY GOVERNMENT"	Item	1		
D	<u>SUPERVISION AND PROJECT MANAGEMENT</u> Allow Kshs. 10,000 for supervision and contract management by the directorate of Energy	Item	1		
	Sub-total				
	Add 16% VAT				
Total for repair of 1 No. Solar Streetlight					

PRICES TO BE INCLUSIVE OF VAT.

Signature of tenderer _____ Date _____

Name of tenderer: _____

Signature of tenderer: _____

Date: _____

Digital advertising bill boards

Item	Description	Model/Type
1	Digital Billboards	Led modules, power supplies, power cables , Data Cables
REQUIREMENT		COMPLIANCE Yes/No
The Preventive and Labor maintenance will be done on a Quarterly basis and a report submitted		
Comprehensive maintenance (parts and labor) for the passive components in the existing network		
Comprehensive maintenance (parts and labor) for the active components		
Cable management, equipment mounting and reorganization for existing network and security equipment		
The Preventive and Labor maintenance will be done on a quarterly basis		
The firm will honor service requests logged by phone/email/sms or any other mode of communication. Counting of down time will start from the time of logging the service request and will continue till the equipment is properly repaired and a written confirmation to the same effect is obtained from the user.		
The firm shall maintain all the Equipment satisfactorily till the end of the contract tenure and handover all inventory in good working condition.		
In case an equipment/machine is being taken for servicing to the service center, the firm will provide stand-by equipment and will take prior permission of the County Government before taking the equipment out. Cost of transportation and insurance of equipment will be borne by the firm.		
The vendor will be responsible for replacement of equipment or parts that fail during servicing		

Item	Description	Quantity	Unit Cost Per Quarter (Ksh. Inc 16% VAT)	Annual Total Cost (Ksh. Inc. VAT)
1.	Digital Billboards	22		

PRICES TO BE INCLUSIVE OF VAT.

Signature of tenderer _____ Date _____

Name of tenderer: _____

Signature of tenderer: _____

Date: _____

SECTION IV - TENDERIN FORMS

- † Form of Tender
- † Tenderer Information Form
- † Tenderer JV Members Information Form
- † Price Schedule
- † Form of Tender Security – Demand Guarantee
- † Form of Tender Security (Tender Bond)
- † Form of Tender-Securing Declaration
- † Manufacturer's Authorization Form

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender. **Date of this Tender submission:***

[_____]

Tender. _____ Name. _____

and _____ **Identification:** [_____]

Alternative No.: [_____]

To: [_____]

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration. or Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: _____/;

or

Option 2, in case of multiple lots:

(a) Total price of each lot [_____];

and

(b) Total price of all lots (_____) [_____];

- f) **Discounts:** The discounts offered and the methodology for their application are:

- i) The discounts offered are: [_____.]
- ii) The exact method of calculations to determine the net price after application of discounts are shown below: [_____];

g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;

i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;

j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;

k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*

l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in **"Appendix 1- Fraud and Corruption"** attached to the Form of Tender.

Name of the tenderer: _____

Name of the person duly authorized to sign the Tender on behalf of the tenderer: _____

Title of the person signing the Tender: _____

Signature **of the person named above:** _____ Date

signed _____ **day of** _____, 20_____

*In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.

*Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____ *[Name of Procuring Entity]* for: _____ *[Name and number of tenders]* in response to the request for tenders made by: _____ *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

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

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

competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name:

Title:

Date:

[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

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

I, _____ of Post Office Box. Being a resident of .in the Republic of.do hereby make a statement as follows: -

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

(Title)

(Signature)

(Date)

Bidder Official Stamp _____

FORM SD2

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

I, _____ Of P. O. Box. Being a resident of _____ in the Republic of .do hereby make a statement as follows: -

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

(Title)

(Signature)

(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I _____ on behalf of (_____).
 declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

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

Name of Authorized signatory. _____ Sign _____

Position. _____

Office address _____

Telephone _____

Email _____ Name of the Firm/Company _____

Date _____

(Company Seal/ Rubber Stamp where applicable)

Witness _____

Name _____

Sign _____

Date _____

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

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

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

- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

2.3 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; v) "obstructive practice" is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows: "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

TENDERER INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: _____ day _____ month _____ 20__) of Tender submission]

Tender Name and Identification: _____

Alternative No.: _____

alternative Page _____ of _____ pages

1.Tenderer'sName <i>[insert Tenderer's legal name]</i>
2.In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3.Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4.Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5.Tenderer'sAddress in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6.Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority in accordance with ITT 3.14. <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

A. Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	
8		

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				

2			
3			

(d) Registered Company, provide the following details.

- i) Private or public Company_____
- ii) State the nominal and issued capital of the Company: _____
- iii) Nominal Kenya Shillings (Equivalent). _____
- iv) Issued Kenya Shillings (Equivalent). _____
- v) Give details of Directors as follows. _____

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

I) Are there any person/persons in. (*Name of Procuring Entity*) who has an interest or relationship in this firm? Yes/No. If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		If YES provide details of the relationship with Tenderer
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tenderer has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name _____

Title or Designation _____

(Signature)

(Date)

COMMITMENT TO PROVIDE BENEFICIAL OWNERSHIP INFORMATION

I, _____ of P. O. Box _____ being a resident of _____ in the Republic of _____ do hereby make a state as follows:

1. THAT I am the Chief Executive Officer/Managing Director/Principal Officer/Director/ Authorized Officer of _____ (*Insert name of the Company*) who is a Bidder in respect of **Tender No.** _____ for _____ (*Insert tender title/description*) advertised by _____ (*Insert name of the Procuring entity*) (the **Procuring Entity**) and duly authorized and competent to make this statement.
2. THAT I do hereby commit to provide Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form to the procuring entity upon receipt of notification of award in the event we are the successful tenderer in this subject procurement proceeding. I fully understand that failure to furnish the procuring entity with the Beneficial Ownership Information within the period provided for in the letter of award shall invalidate my award and may considered as refusal to enter into a written contract which is punishable under Section 41(1) (e) of the Public Procurement and Asset Disposal Act, 2015.

Name of the Firm/Company _____

Registered Physical Address of the Company _____

Posta Address _____

Telephone No _____ Mobile Number _____

Email Address _____

Name of Authorized Signatory _____

Designation _____

Signatory _____

Date _____

Witnessed by _____

Signature of Witness _____

Date _____

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 4 of the Companies (Beneficial Ownership Information) (Amendment) Regulations, 2022. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

BENEFICIAL OWNERSHIP DISCLOSURE FORM

Tender Reference No.: _____ [*insert identification no*] _____

Name of the Tender Title/Description: _____ [*insert name of the assignment*] to: _____ [*insert complete name of Procuring Entity*]

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

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all ficial Bene Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)
	Full Name				

1.	National identity card number or Passport number		Directly----- - --- % of shares	Directly..... % of voting rights		
	Personal Identification Number (where applicable)		Indirectly----- - ---- % of shares	Indirectly----- % of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
Details of all ficial Bene Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)	
	Email address					
	Occupation or profession					
2.	Full Name		Directly ----- --- ---	Directly..... % of voting rights		
	National identity card number or Passport number		shares			

Personal Identification Number (where applicable)		Indirectly % of shares	Indirectly----- % of voting rights		
Nationality		-----			
Date of birth [dd/mm/yyyy]		- % of			
Postal address					
Residential address					
Telephone number					
Email address					
Occupation or profession					
3.					
e.t.c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the

Government Portal, published and made publicly available pursuant to Regulation 5 of the Companies (Beneficial Ownership Information) (Amendment) Regulations, 2022

III) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer: _____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:

Designation of the person signing the Tender: _____

Signature of the person named above: _____

Date this. _____ day of. _____, 20_____

Bidder Official Stamp/ Company Seal.

TENDERER'S JV MEMBERS INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the tenderer and for each member of a Joint Venture]].

Date: _____, month _____ and 20 _____) of Tender submission].

Tender Name and Identification: _____ *Alternative No.:* _____

Page _____ of _____ pages

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of the legal entity named above, in accordance with ITT 4.4. registration <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**SECTION V: PRICE SCHEDULE FOR SERVICES – PROVISION OF
MAINTENANCE OF MOTOR VEHICLES**

PRICES TO BE INCLUSIVE OF VAT

Signature of tenderer _____ Date _____

Name of tenderer: _____

Signature of tenderer: _____

Date: _____

FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE**Beneficiary:** _____**ITT No:** _____**Date:** _____**TENDER GUARANTEE No.:** _____**Guarantor:** _____

1. We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of () upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (I) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (I) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

FORM OF TENDER SECURITY (TENDER BOND)

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

BOND NO _____

1. BY THIS BOND. *[name of tenderer]* as Principal (hereinafter called "the Principal"), and. *[name, legal title, and address of surety]*, **authorized to transact business in *[name of country of Procuring Entity]***, as Surety (hereinafter called "the Surety"), are held and firmly bound unto. *[name of Procuring Entity]* as Oblige (hereinafter called "the Procuring Entity") in the sum of. *[amount of Bond]*¹*[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the _____ day of _____, 20____, for the supply of *[name of Contract]* (hereinafter called the "Tender").
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal :
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (I) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document. then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.
5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20_____

Principal: _____ Corporate Seal (where appropriate) Surety _____

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

1

FORM OF TENDER-SECURING DECLARATION

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

Date: _____ day, _____ and 20_____) of Tender Submission]

Tender No.: _____

To: _____

Purchaser] I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- 2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of *.[insert number of months or years]* starting on *.[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (I) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
- 3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
- 4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: _____

Capacity / title (director or partner or sole proprietor, etc.) _____

Name: _____

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

_____ Dated on. day of _____

Seal or stamp.

MANUFACTURER’S AUTHORIZATION FORM

[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderer shall include it in its Tender, if so indicated in the TDS.]

Date: _____ day, _____ and 20_____) of Tender submission]

ITT No.: _____ AlternativeNo _____

To: _____ WHEREAS

We. *[insert complete name of Manufacturer]*, who are official manufacturers of. *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer’s factories]*, do hereby authorize *[insert complete name of tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us. *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed _____

Name _____

Title _____

Dated on _____ day of _____, 20 _____

PART 2: SUPPLY REQUIREMENTS

Section V - Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Tendering document by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable tenderers to prepare their Tenders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITT 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to tenderers pursuant to the *Incoterms* rules that "delivery" takes place when goods are delivered **to the final place of delivery**, and (b) the date prescribed herein from which the Procuring Entity's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

1. Technical Specifications

1.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS consider that:

- i) The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.
- ii) The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
- iv) The PPRA encourages the use of metric units.
- v) Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
- vi) Standards for equipment, materials, and workmanship specified in the Tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or substantially equivalent." When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
- vii) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words "or at least equivalent" shall always follow such references.
- viii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
 - b) Any sustainable procurement technical requirements shall be clearly specified.

1.2 To encourage tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, tenderers may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.

- i) Detailed tests required (type and number).
- ii) Other additional work and/or Related Services required to achieve full delivery/completion.
- iii) Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.
- iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

1.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

1.4 When the Procuring Entity requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.

1.5 If a summary of the Technical Specifications (TS) has to be provided, the Procuring Entity shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

Summary of Technical Specifications: The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
[insert item No]	[insert name]	[insert TS and Standards]

Detailed Technical Specifications and Standards

17. Drawings ---

This Tendering document includes. *no* drawings.

22. Inspections and Tests

The following inspections and tests shall be performed: **As per Technical / Evaluation Criteria**



**PART 3 - CONDITIONS OF
CONTRACT AND
CONTRACT FORMS**

SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

_____ i) Name: *[insert Authorized*

_____ *Representative's name]* ii)

_____ Address: *[insert Authorized*

Representative's Address] iii) Telephone: *[insert Authorized*

Representative's telephone/fax numbers] iv) Email Address:

_____ *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

Date of transmission: _____

2. This Notification is sent by _____ (Name and designation)
_____ *[email]* on *[date]* (local time)

3. Notification of Intention to Award

_____ i) Employer: *[insert the name*

of the _____ *Employer]* ii) Project: *[insert name*

of _____ *project]*

iii) Contract title: _____ *[insert the name of the*

contract] iv) Country: *[insert country where ITT is issued]*

v) ITT No: *[insert ITT reference number from Procurement Plan]*

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

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

- i) Name of successful Tender _____
- ii) Address of the successful Tender _____
- iii) Contract price of the successful Tender Kenya Shillings _____ (in words _____)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

		read out	evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing
 - a) **DEADLINE:** The deadline to request a debriefing expires at midnight on [*insert date*] (*local time*).
 - b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
 - c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

I) Attention: _____ [*insert full name of person, if applicable*] ii)
Title/position: _____ [*insert title/position*] ii) Agency:
_____ [*insert name of Employer*] iii) Email address:
_____ [*insert email address*]

- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

I) Attention: _____ [*insert full name of person, if applicable*] ii) Title/position: _____ [*insert title/position*] iii) Agency: _____ [*insert name of Employer*] iv) Email address: _____ [*insert email address*]

- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

e) There are four essential requirements:

- i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

FORM NO 2: NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

_____ *[date]*

To: _____ *[name and address of the Contractor]*

This is to notify you that your Tender dated _____ *[date]* for execution of the _____ *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount _____ *[amount in numbers and words]* _____ *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by _____ *(name of Employer)*.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Employer: _____

Attachment: *Contract Agreement:* _____

NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

[use letterhead paper of the Procuring Entity]

_____ *[date]*

To: _____ *[name and address of the Supplier]*

Notification of Award Contract No. _____

This is to notify you that your Tender dated _____ *[insert date]* for execution of the _____ *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of _____ *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement _____

FORM NO 3 CONTRACT AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the _____ *[insert: number]* day of _____, _____ *[insert: month]*, 20____ BETWEEN (1) _____ and having its principal place of business at _____ (hereinafter called "Procuring Entity"), of the one part; and (2) _____ *[insert name of Supplier]*, a corporation incorporated under the laws of _____ *[insert: country of Supplier]* and having its principal place of business at _____ *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part.

3. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:
 - i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 - ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the Addenda Nos. _____ (if any)
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) the Specification (including Schedule of Requirements and Technical Specifications)
 - g) the completed Schedules (including Price Schedules)
 - h) any other document listed in GCC as forming part of the Contract
 - iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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.
5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

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For and on behalf of the Procuring Entity

Signed: _____ *[insert signature]*

in the capacity of _____ *[insert title or other appropriate designation]* In the

presence of _____ *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: _____ *[insert signature of authorized representative(s) of the*

Supplier] in the capacity of _____ *[insert title*

or other appropriate designation] in the presence of _____ *[insert*

identification of official witness]

FORM NO. 4 PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with *(name of Employer)* _____ (the Employer as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *(in words)*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

4. This guarantee shall expire, no later than the _____ Day of _____, 20____, and any demand for payment under it must be received by us at the office indicated above on or before that date.

5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM No. 5 PERFORMANCE SECURITY [Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

Performance Bond No.: _____

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called "the Contractor") and] as Surety (hereinafter called "the Surety"), are held and firmly bound unto] as Oblige (hereinafter called "the Employer") in the amount of _ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of, _____ 20____ for _____ in accordance with the documents, plans, 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.
3. 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 Tenderers, 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 Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
 - 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. 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.

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6. 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 _____

On behalf of by _____

In the capacity of _____

In the presence of _____

Signed on _____

On behalf of by _____

In the capacity of _____

In the presence of _____

FORM NO. 6 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

Advance Payment guarantee No.: _____ *[Insert guarantee reference number]*

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

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

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words)

receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
- b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ___ day of, 2__,² whichever is earlier.

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

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [*six months*] [*one year*], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.