COUNTY GOVERNMENT OF MERU

DEPARTMENT OF ROADS, TRANSPORT AND ENERGY

(DIRECTORATE OF ENERGY)
- COUNTY WARD FUND -

OPEN TENDER FOR

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF LOWMAST FLOODLIGHTS IN VARIOUS WARDS IN TIGANIA WEST SUB COUNTY:

NEGOTIATION NUMBER: 750526

(OCTOBER, 2019)

Reserved For Residents within Tigania West Sub County

The Engineer

CHIEF OFFICER
ROADS, TRANSPORT AND ENERGY
COUNTY GOVERNMENT OF MERU
P.O. BOX 120 - 60200,
MERU.

The Employer

THE GOVERNOR,
COUNTY GOVERNMENT OF MERU
P.O. BOX 120 - 60200,
MERU.
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SECTION I: INVITATION FOR TENDERS

SUPPLY, DELIVERY, INSTALLATION TESTING AND COMMISSIONING OF LOWMAST FLOODLIGHTS IN VARIOUS WARDS TIGANIA WEST SUB COUNTY (NEGOTIATION NO 750526)

The County Government of Meru (CGM), under Department of Roads, Transport and Energy (hereafter called “The Client”) now invites sealed bids from eligible contractors, from the above mentioned Sub-County for the stated works. Interested candidates may obtain further information from and inspect the tender document from CGM website: www.meru.go.ke or supplier.treasury.go.ke.

1.1 Interested contractors shall download the tender document from the website freely, and MUST forward their particulars immediately for recording and further clarification and addenda to procurement.finance@meru.go.ke.

1.2 Completed tender documents shall be submitted through the IFMIS Supplier Portal: supplier.treasury.go.ke as per the requirements contained in the tender document so as to be received on or before the date and time indicated in IFMIS-(23rd October 2019 at 10.00AM)

1.3 Tenderers shall furnish, as part of their application a tender security as per the tender instructions appendix.

1.4 Bidders who may experience any challenges in accessing or uploading the tender documents in the IFMIS tender portal should contact IFMIS help desk Tel (0800721477) at the National Treasury

NOTE: The system will automatically lock out at the date & time of tender closing indicated in the IFMIS portal. Manual Submissions shall not be acceptable in this e-tendering and therefore no physical opening of the tenders

CHIEF OFFICER,
DEPARTMENT OF ROADS, TRANSPORT AND ENERGY,
COUNTY GOVERNMENT OF MERU,
P. O. BOX 120-MERU.
INSTRUCTION TO TENDERERS

Note: The tenderer must comply with the following conditions and instructions and failure to do so is liable to result in rejection of the tender.

GENERAL

1. **Definitions**
   
   (a) “Tenderer” means any person or persons, partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.

   (b) “Approved tenderer” means the tenderer who is approved by the Employer.

   (c) Any noun or adjective derived from the word “tender” shall be read and construed to mean the corresponding form of the noun or adjective “bid”. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid.”

   (d) “Employer” means a Central Government Ministry, Local Authority, State Corporation or any other Public Institution.

2. **Eligibility and Qualification Requirements**

   2.1 This invitation to tender is open to all tenderers who are eligible as stated in the appendix.

   2.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

   2.3 To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during prequalification:

      (a) Details of experience and past performance of the tenderer on the works of a similar nature within the past five years and details of current work on hand and other contractual commitments.

      (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
(c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.

(d) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.

(e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.

(f) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

2.4 Joint Ventures

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

(a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.

(b) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

(c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.

(d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).
(e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

2.5 To qualify for contract awards, the tenderer shall have the following:

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
(b) Legal capacity to enter into a contract for procurement
(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
(d) Shall not be debarred from participating in public procurement.

3. **Cost of Tendering**

3.1 The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=.

3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

4. **Site Visit**

4.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer’s own responsibility.

4.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

4.3 The Employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site.

Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.
Each tenderer shall complete the Certificate of Tenderer’s Visit to the Site, whether he in fact visits the Site at the time of the organized site visit or by himself at some other time.

**TENDER DOCUMENTS**

5. **Tender Documents**

5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.

5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer’s own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.

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

6. **Inquiries by tenderers**

6.1 A tenderer making inquiries relating to the tender documents may notify the Employer in writing or by telex, cable or facsimile at the Employer’s mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer’s response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.

6.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

6.3 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

7. **Amendment of Tender Documents**

7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.
7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.

7.3 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

PREPARATION OF TENDERS

8. Language of Tender

8.1 The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

9. Documents Comprising the Tender

9.1 The tender to be prepared by the tenderer shall comprise:
   i. The form of tender and appendix thereto.
   ii. A tender security.
   iii. The priced Bill of Quantity and Schedule.
   iv. The information on eligibility and qualification.
   v. Any other materials required to be completed and submitted in accordance with the instructions to tenderers.

   The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of clause 13.2 regarding the alternative forms of Tender Surety).

10. Tender Prices

10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.

10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not items against which no rate or price is entered by the tenderer will not be paid for by the Employer when
executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties and taxes and other levies payable by the Contractor under the Contract or for any other cause prior to the deadline for the submission of tenders, shall be included in the rates and prices and the total tender prices submitted by the Tenderer.

Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction.

Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.

10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices[V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.

10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of unit rates for the supply of items listed in the Conditions of Contract clause 47 where appropriate.

10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 47 of the Conditions of Contract Part II.

Currencies of Tender and Payment

11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.

11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer’s main office. However, if a substantial portion of the tenderer’s
expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.

11.3 The rate or rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.

11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

11. **Tender Validity**

11.1 The tender shall remain valid and open for acceptance for a period of sixty (60) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.

11.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

12. **Tender Security**

12.1 The tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.

12.2 The tender security shall not exceed 2 percent of the tender price.

12.3 The tender security shall be valid for at least thirty (30) days beyond the tender validity period.

The format of the Surety shall be in accordance with the sample form of Tender Surety included in these tender documents; other formats may be permitted subject to the prior approval of the Employer. The Tender Surety shall be valid for thirty (30) days beyond the tender validity period.

12.4 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.
The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible as but not later than fourteen (14) days after concluding the Contract execution and after a Performance Security has been furnished by the successful tenderer. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.

The Tender Surety may be forfeited:

(a) if a tenderer withdraws his tender during the period of tender validity: or

(b) in the case of a successful tenderer, if he fails

(i) to sign the Agreement, or

(ii) to furnish the necessary Performance Security

(c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

No Alternative Offers

The tenderer shall submit an offer which complies fully with the requirements of the tender documents unless otherwise provided for in the appendix.

Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture.

The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price.

Any tenderer who fails to comply with this clause will be disqualified.

Pre-Tender Meeting

If a pre tender meeting is convened the tenderer’s designated representative is invited to attend a pre-tender meeting, which if convened, will take place at the venue and time stated in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:
(a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.

(b) Non attendance at the pre-tender meeting will not be cause for disqualification of a bidder.

15. **Format and Signing of Tenders**

15.1 The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set “ORIGINAL” and the other “COPY”.

15.2 The copy of the tender and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender where amendments have been made shall be initialed by the person or persons signing the tender.

15.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person of persons signing the tender.

**SUBMISSION OF TENDERS**

16. **Sealing and Marking of Tenders**

16.1 The tenderer shall seal the original and copy of the tender in separated envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.
17.3 The inner envelopes shall each indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.

17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

18 Deadline for Submission of Tenders

18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause 7.4, 18.2 and 18.3.

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

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

18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

19 Modification and Withdrawal of Tenders

19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribe deadline for submission of tenders.

19.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

19.2 No tender may be modified subsequent to the deadline for submission of tenders.
19.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.

19.4 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the period of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

**TENDER OPENING AND EVALUATION**

20 **Tender Opening**

20.1 The Employer will open the tenders in the presence of the tenderers’ representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.

20.3 At the tender opening, the Employer will announce the tenderer’s names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.

20.4 The Employer shall prepare a tender opening register and minutes of the tender opening including the information disclosed to those present.

20.5 Tenders not opened and read out a tender opening shall not be considered further for evaluation, irrespective of the circumstances.

21 **Process to be Confidential**

21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.
21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer’s tender.

22 Clarification Tenders

22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.

22.2 No Tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

23 Determination of Responsiveness

23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.

23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer’s rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.

23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer’s estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.
23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24 Correction of Errors

24.1 Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.

(c) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.

25 Conversion to Single Currency

25.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty one (21) days before the final date for the submission of tenders.

25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Dayworks where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

26 Evaluation and Comparison of Tenders

26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.

26.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

(a) Making any correction for errors pursuant to clause 24.
(b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.

26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.

26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer’s estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.

26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

26.7 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

26.8 Persons not officially involved in the evaluation of tender shall not attempt in any way to influence the evaluation.

27. Preference where allowed in the evaluation of tenders shall not exceed 15% 

AWARD OF CONTRACT

28 Award criteria

28.1 Subject to clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works.

28.2 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without
thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer’s action.

29. **Notification of Award and signing of contract**

29.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called “Letter of Acceptance”) shall name the sum (hereinafter and in all Contract documents called “the Contract Price”) which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.

29.2 Upon the furnishing of a Performance Security by the successful tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.

29.3 At the same time the employer notifies the successful tenderer that his tender has been accepted, the employer shall notify the other tenderers that their tenders have been unsuccessful.

29.4 Within fourteen [14] days of receipt of the form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.

29.5 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

30. **Performance Guarantee**

30.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.

30.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer’s option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.
30.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked tenderer.

31. **Advance Payment**

An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 33.1 of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a bank located in the Republic of Kenya, or a foreign bank through a correspondent bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

32. **Corrupt and fraudulent practices.**

The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

**APPENDIX TO INSTRUCTIONS TO TENDERERS**

<table>
<thead>
<tr>
<th>Instructions</th>
<th>Particulars of appendix to instructions to tenders</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>The tender is Reserved to contractors only from Regions stated in this tender, so as to promote residents’ social economic welfare</td>
</tr>
<tr>
<td>2.3</td>
<td>No pre-qualification done prior to this exercise</td>
</tr>
<tr>
<td>2.5</td>
<td>To be qualified for award of Contract, the tenderer must meet all the conditions in the appendix.</td>
</tr>
<tr>
<td>3.2</td>
<td>Price of the tender is nil, it should be downloaded free of charge from County website <a href="http://www.meru.go.ke">www.meru.go.ke</a> IFMIS Supplier Portal: supplier.treasury.go.ke</td>
</tr>
<tr>
<td>4.1/4.2/4.3</td>
<td>The responsibility, risk and cost visiting the Site shall be at the Tenderer’s own expense &amp; times.</td>
</tr>
<tr>
<td>6.1</td>
<td>Tenderers can make inquiries through email: <a href="mailto:procurement.finance@meru.go.ke">procurement.finance@meru.go.ke</a></td>
</tr>
</tbody>
</table>
### Instructions

<table>
<thead>
<tr>
<th><strong>Particulars of appendix to instructions to tenders</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>7.2</strong> Any addendum shall be posted in the county website <a href="http://www.meru.go.ke">www.meru.go.ke</a>. Bidders are required to regularly check the website for updates.</td>
</tr>
<tr>
<td><strong>11.1</strong> Tenders shall remain valid for 120 days from the date of tender opening.</td>
</tr>
<tr>
<td><strong>12</strong> Bidders must upload copy of ORIGINAL bid security to the IFMIS Portal &amp; deliver the ORIGINAL bid security to the office of Director Supply Chain Management Services, in the Head-Quarter building of the CGM. A bidder will demand an acknowledged copy of the bid bond.</td>
</tr>
<tr>
<td><strong>12</strong> Bidders shall provide a bid security of Ksh. 50,000 which shall be valid for 120 days from the date of tender opening. Tender security shall be from a reputable bank or an insurance company approved PPRA.</td>
</tr>
<tr>
<td><strong>15/16</strong> ORIGINAL Tender documents shall be scanned and sent through IFMIS portal only. No manual submissions shall be allowed.</td>
</tr>
<tr>
<td><strong>20</strong> Opening &amp; Evaluation of tenders will be conducted online through IFMIS by unsealing and scoring. Therefore, No tenders shall be announced and notifications will be sent through IFMIS Portal.</td>
</tr>
<tr>
<td><strong>23.3</strong> The Engineer’s estimate for these works is Kshs three million, six hundred twenty two thousand, three hundred eighty and seventy two cents only (Kshs 3,622,380.72).</td>
</tr>
<tr>
<td><strong>24</strong> No correction of errors pursuant to Section 82 of the PPADA 2015</td>
</tr>
<tr>
<td><strong>26</strong> The evaluation criteria in this appendix shall be used</td>
</tr>
<tr>
<td><strong>30</strong> Performance security shall be 5% of the bid amount.</td>
</tr>
</tbody>
</table>

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### Mandatory Evaluation Criteria

| **1.** Copy of current business license from Authority of the principal place of business. |
| (Reserved to contractors within the subject sub-county only) |
| **2.** Provide a copy of Valid Tax Compliance Certificate from KRA |
| **3.** Copy of certificate of business Incorporation/Registration and must have been in existence |

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<table>
<thead>
<tr>
<th>Mandatory Evaluation Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>in the last 2 Years</td>
</tr>
<tr>
<td>4. Duly filled, signed and stamped Confidential Business Questionnaire as per standard forms;</td>
</tr>
<tr>
<td>5. Duly filled, signed and stamped Form SD1 &amp; Form SD2 as per the Standard format provided in this tender.</td>
</tr>
<tr>
<td>6. Tender Security in the form of a Bank Guarantee, as per the Invitation letter, Appendix to instructions &amp; standard forms.</td>
</tr>
<tr>
<td>7. Duly completed, signed and stamped Form of Tender as per the standard documents</td>
</tr>
<tr>
<td>8. Bills of Quantities duly Completed, Signed and Stamped by the Tenderer in the format provided.</td>
</tr>
<tr>
<td>9. Copy of Relevant registration Certificate by National Construction Authority to carry out similar works. (NCA 6- and above – electrical works)</td>
</tr>
<tr>
<td>10. Copy of relevant current National Construction Authority Practicing License (NCA 6 and above – electrical works)</td>
</tr>
<tr>
<td>11. Copy of recent CR12 issued within the last 12 months from the date of Tender Opening &amp; copies of National IDs/ Passports for the Directors</td>
</tr>
<tr>
<td>12. Joint Ventures shall provide all the information for the partners as per the standard form provided</td>
</tr>
<tr>
<td>13. Contractor to be registered with energy regulatory authority (ERC) Class B</td>
</tr>
<tr>
<td>14. Key technical personnel to be a registered electrician with ERC class B</td>
</tr>
<tr>
<td>15. Detailed manufacturer’s Brochures detailing Technical Literature and specifications on the following fittings they intend to offer.</td>
</tr>
<tr>
<td>a) Scanner</td>
</tr>
<tr>
<td>b) Light duty UPS</td>
</tr>
<tr>
<td>c) Flash Disc</td>
</tr>
<tr>
<td>d) Street light fitting as Thorn or equivalent</td>
</tr>
<tr>
<td>Item</td>
</tr>
<tr>
<td>------</td>
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</tbody>
</table>
| 1 | - Compliance to technical specifications as per Detailed manufacturer’s Brochures  
- Not compliant | | 50 |
| 2 | Experience of the Contractor in works of a similar nature and size completed within the last five years  
**Similar works completed within the last five (5) years each with a value of at least Kshs. Five (5) Million, that have been successfully and substantially completed**  
(Present in a table format and attach copies of completion certificates, handing over certificates & LSO/ Contracts) | (Aggregate score) | 10 |
<p>| 3 | Names and addresses of clients who may be contacted for further information on the completed projects. (in a table format with the following details; Name of the contact person, Firm, Project/Assignment and Contact - Postal Address, E-mail Address, Tel: No. etc). Also attach reference letters from the clients. | (Aggregate score) | 5 |
| 4 | <strong>Qualifications and experience</strong> of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract i.e. Qualifications and experience of key personnel (Attach current signed original CVs and copy of relevant certificates). | (Add individual item score) | 20 |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Scoring breakdown</th>
<th>Max-points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Technical Evaluation Criteria</strong></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Project Engineer to have at least a degree in electrical engineering with at least Six (6) years relevant experience. <em>Academic Qualification (2 points) &amp; Experience for the Period Indicated (5 Points). Submission of detailed C.V (1 point)</em></td>
<td>8</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Site Manager to have at least a relevant professional qualification with Five (5) years’ experience in the proposed position or works of a similar nature. <em>Academic Qualification (2 points) &amp; Experience for the Period Indicated (3 Points). Submission of detailed C.V (1 Points)</em></td>
<td>6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supervisor to have at least a relevant professional qualification with Three (3) years’ experience in the proposed position or works of a similar nature. <em>Academic Qualification (1 points) &amp; Experience for the Period Indicated (2 Points). Submission of detailed C.V (1 Points)</em></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Any other qualified and relevant personnel proposed with adequate experience and with necessary documentation submitted as above will be awarded 1 marks each up to a maximum of 2 marks</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>Financial Situation:</strong> The current soundness of the applicant’s financial position and its respective long-term profitability. Submit Audited financial statements reported within the last three (3) years (2018, 2017, and 2016). Turnover equal to 3 times the cost of the project</td>
<td>(Aggregate score)</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Turnover greater or equal to the cost of the project</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Turnover below the cost of the project</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Litigation and arbitration history. Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount (Provide current affidavit) Provided and satisfactory Not explained</td>
<td>(Aggregate score)</td>
<td>2</td>
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<td></td>
<td></td>
<td>2</td>
<td></td>
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<td></td>
<td></td>
<td>0</td>
<td></td>
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<tr>
<td>7</td>
<td>Work plan and methodology of the execution of works</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td>100</td>
</tr>
<tr>
<td><strong>Financial Evaluation Criteria</strong></td>
<td></td>
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<td></td>
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<td>----------------------------------</td>
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<td></td>
</tr>
<tr>
<td>1. Prices quoted: should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (120) days from the closing date of tender</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Only bidders who score 70% and above in the technical criteria will be considered for financial ranking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Award will be made to the lowest evaluated contractor subject to the following: - i. Due diligence Record to confirm unsatisfactory or default in performance obligations in any contract. This shall include unresolved case(s) in performance obligations for more than two (2) months in any contract. The bidder shall be disqualified and the next lowest tenderer considered - ii. Negotiating &amp; harmonizing any cases of errors or/ and front loading significant enough to cause distortion in a successful contractor’s cash flow or put the client in a contractually unfavorable or risky position - iii. Any necessary negotiation and agreement as pertains the allocated budget vis a vis the lowest quoted price</td>
<td></td>
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</table>
SECTION III : CONDITIONS OF CONTRACT (Including erection on site)

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.
“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

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

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

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

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

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

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

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

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

2. **Contract Documents**

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

(1) Agreement,
(2) Letter of Acceptance,
(3) Contractor’s Tender,
(4) Conditions of Contract,
(5) Specifications,
(6) Drawings,
(7) Bills of Quantities

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

3.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.
4. **Works, Language and Law of Contract**

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer’s Representative, and complete them by the Intended Completion Date.

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

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

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

5.2 The Contractor shall be responsible for the safety of all activities on the Site.

5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer’s Representative of such discoveries and carry out the Employer’s Representative’s instructions for dealing with them.

6 **Work Program and Sub-contracting**

6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer’s Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer’s Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor’s obligations.

7 **The site**

7.1 The Employer shall give possession of all parts of the Site to the Contractor.

7.2 The Contractor shall allow the Employer’s Representative and any other person authorized by the Employer’s Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
8 Instructions

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

9 Extension of Completion Date

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

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

Delay by :-

(a) forcereason of any exceptionally adverse weather conditions, or

(b) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or

(c) reason of the Employer’s Representative’s instructions issued under these Conditions, or

(d) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer’s Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

(e) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or

(g) Reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or

(h) Reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
(i) reason of delay in appointing a replacement Employer’s Representative, or

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

(k) delay in receiving possession of or access to the Site.

10 Management Meetings

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

10.2 Communication between parties shall be effective only when in writing.

11 Defects

11.1 The Employer’s Representative shall inspect the Contractor’s work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor’s responsibilities. The Employer’s Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer’s Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

11.2 The Employer’s Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Form of Tender.

11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer’s Representative’s notice. If the Contractor has not corrected a defect within the time specified in the Employer’s Representative’s notice, the Employer’s Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities

12.1 The Bills of Quantities shall contain items for the construction, installation, testing
and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities.

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

13 Variations

13.1 The Contractor shall provide the Employer’s Representative with a quotation for carrying out the variations when requested to do so. The Employer’s Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.

13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities, the rate in the Bill of Quantities shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

13.3 If the Contractor’s quotation is unreasonable, the Employer’s Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer’s Representative’s own forecast of the effects of the variation on the Contractor’s costs.

14 Payment Certificates and Final Account

14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer’s Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Bill of Quantities and the final payment will be made after defects liability period.

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer’s Representative his application for payment. The Employer’s Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor’s application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

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

14.4 If the period laid down for payment to the Contractor upon each of the Employer’s Representative’s Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya’s average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

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

16. Liquidated Damages

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

17. Completion and Taking Over

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

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

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

(a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer’s Representative;

(b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) a payment certified by the Employer’s Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.

(d) The Employer’s Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

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

19. Payment Upon Termination

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

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

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer’s Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the
said money be less than the said total amount, the difference shall be a debt payable by
the Employer to the Contractor.

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

20.1 The Contractor shall not:

(a) Offer or give or agree to give to any person in the service of the Employer any
gifts or consideration of any kind as an inducement or reward for doing or
forbearing to do or for having done or forborne to do any act in relation
to the obtaining or execution of this or any other contract with the
Employer or for showing or forbearing to show favour or disfavour to any
person in relation to this or any other contract with the Employer.

(b) Any breach of this Condition by the Contractor or by anyone employed by
him or acting on his behalf (whether with or without the knowledge of the
Contractor) shall be an offence under the Laws of Kenya.

21. **Settlement of Disputes**

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

**APPENDIX TO CONDITIONS OF CONTRACT**

| 13.1/13.2/13.3 | Contract variations shall be within the Public Procurement & Asset Disposal Act 2015 |
SECTION IV: SPECIFICATIONS

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 tripfree 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-contractors 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, 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 withdrawable 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-contractors expense.

It will be the Sub-contractors 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 of PVC or mild steel (of not less than 12swg) and black enamelled or galvanised finish according to location. They shall be of square or oblong shape location. 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 fuseboards:-

(i) Shall be Ivorine 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 x 3mm 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 non-ferrous 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 cost 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 coloured 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.

<table>
<thead>
<tr>
<th>SYSTEM</th>
<th>INSULATION COLOUR</th>
<th>CABLE END MARKER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main and Sub-Main</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Phase</td>
<td>Red</td>
<td>Red</td>
</tr>
<tr>
<td>b) Neutral</td>
<td>Black</td>
<td>Black</td>
</tr>
</tbody>
</table>

1) Sub-Circuits

| Single Phase         |                   |                  |
| a) Phase             | Red               | Red              |
| b) Neutral           | Black             | Black            |

2.24  **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.

2.25 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.

2.26 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.

2.27 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
2.28 **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

2.29 **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

2.30 **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

2.31 **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.

2.32 **LAMPHOLDERS**

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.

2.33 **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.

2.34 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 (23/0.067). 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.

2.35 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.

2.36 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 cut-outs.

2.37 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.

2.38 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 murram at least 50mm thick and covered with a concrete surrounded 150mm thick.

2.39 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.

2.40 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.

2.41 M.V. SWITCHBOARD AND SWITCHGEAR

The switchboard shall be manufactured in accordance with KS04-226 which co-ordinates 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, sectionalized 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 created, shall be executed in accordance with B.S. 158 and the insulation of the wiring shall be coloured 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.

2.42 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 of 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 bed 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 15mm. 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.

### 2.43 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.

APPENDIX TO GENERAL SPECIFICATIONS ON MATERIALS & WORKS

The electrical sub-contractor shall comply with the following:

1. Government Electrical Specifications No. 1 and No. 2.

2. All requirements of Kenya Power and Lighting Company Limited, and Communications Commission of Kenya (CCK).

THE WORKS SHALL BE DONE IN THE FOLLOWING AREAS

1. MBEU WARD
   i) KATHANGALI
   ii) KIMIRII
   iii) MAKANDI
   iv) MULIKA

2. KIANJAI WARD
   i) KINORIA
   ii) KIANJAI
   iii) URRU JXN

3. AKITHI WARD
   i) MUCHUUNE DISPENSARY
   ii) NGUNDUNE

4. ATHWANA WARD
   i) KARUMO T.T.I (2 no)
SECTION VI: BILLS OF QUANTITIES

NOTES
1. The tenderer shall insert unit rates against the items in the following schedules and may add such other items as he considers appropriate.

2. The unit rates shall include for supply, transport, insurance, delivery to site, storage as necessary, assembling, cleaning, installing, connecting, profit and maintenance in defects liability and any other obligation under this contract.

3. The unit rates will be used to assess the value of additions or omissions arising from authorised variations to the contract works.

4. Where trade names or manufacturer’s catalogue numbers are mentioned in the specification, the reference is intended as a guide to the type of article or quality of material required. Alternative brands of equal and approved quality will be accepted.

A) PRICING OF PRELIMINARIES ITEMS.

Prices will be inserted against item of preliminaries in the sub-contractor’s Bills of Quantities and specification. These Bills are designated as Bill 1 in this Section. Where the sub-contractor fails to insert his price in any item he shall be deemed to have made adequate provision for this on various items in the Bills of Quantities. The preliminaries form part of this contract and together with other Bills of Quantities covers for the costs involved in complying with all the requirements for the proper execution of the whole of the works in the contract.

The Bills of Quantities are divided generally into three sections:-

a) Preliminaries – Bill 1

Sub-contractors preliminaries are as per those described in section C – sub-contractor preliminaries and conditions of contract. The sub-contractor shall study the conditions and make provision to cover their cost in this Bill. The number of preliminary items to be priced by the Tenderer has been limited to tangible items such as site office, temporary works and others. However the Tenderer is free to include and price any other items he deems necessary taking into consideration conditions he is likely to encounter on site.

b) Installation Items and Other Bills - Bill 2

The brief description of the items in these Bills of Quantities should in no way modify or supersede the detailed descriptions in the contract Drawings, conditions of contract and specifications.

The unit of measurements and observations are as per those described in clause 1.05 of the section C.
c) Summary

The summary contains tabulation of the separate parts of the Bills of Quantities carried forward with provisional sum, contingencies and any prime cost sums included. The sub-contractor shall insert his totals and enter his grand total tender sum in the space provided below the summary. This grand total tender sum shall be entered in the Form of Tender provided elsewhere in this document.

The bill of quantities shall:
1. 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 sub-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 6% withholding Tax and 3% income 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 sub-contractor install any material not specified here in before receiving approval from the Project Manager, the sub-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.
<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Rate SHS</th>
<th>Total SHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>13m steel galvanized floodlight column made from class “B” steel galvanized pipe complete with 400mm x 400mm bracket as per specification to be provided by Engineer</td>
<td>4</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Power point wired in 2.5mm p.v.c cable t/w/e complete with wiring accessories (excluding fittings)</td>
<td>240</td>
<td>LM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>400watts floodlight complete with reflector control gear as per specification. The floodlight shall be engraved to codes to be provided Type Phillips Nikon or equal approved.</td>
<td>16</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Photo cell kit, all accessories included. Type photon or equal approved</td>
<td>4</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Metal control pillar as per DRG. To be provided by Engineer with lockable facilities</td>
<td>4</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>4 Way consumer unit. Type crab-tree or equal approved.</td>
<td>4</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>20 amps MCBS to fit item No 6 above type crab tree or any other equal approved.</td>
<td>16</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>40amps current operated</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Unit Rate SHS</td>
<td>Total SHS</td>
</tr>
<tr>
<td>---------</td>
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<td>---------------</td>
<td>-----------</td>
</tr>
<tr>
<td>1</td>
<td>13m steel galvanized floodlight column made from class “B” steel galvanized pipe complete with 400mm x 400mm bracket as per specification to be provided by Engineer</td>
<td>3</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Power point wired in 2.5mm p.v.c cable t/w/e complete with wiring accessories (excluding fittings)</td>
<td>180</td>
<td>LM</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td></td>
<td></td>
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<td>----------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>400watts floodlight complete with reflector control gear as per specification. The floodlight shall be engraved to codes to be provided Type Phillips Nikon or equal approved.</td>
<td>12</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Photo cell kit, all accessories included. Type photon or equal approved.</td>
<td>3</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Metal control pillar as per DRG. To be provided by Engineer with lockable facilities.</td>
<td>3</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>4 Way consumer unit. Type crab-tree or equal approved.</td>
<td>3</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>20 amps MCBS to fit item No 6 above type crab tree or any other equal approved.</td>
<td>12</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>40amps current operated earth leakage circuit breaker with rated leakage current of 0.5A. Type crab tree or equal approved by Engineer.</td>
<td>3</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>80amps contactor as type ABB or equal approved</td>
<td>3</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Earthling comprising of 6mm² earth lead and 1800mm long x15mm diameter copper earth electrode with a driving tip and clamp in a removable cover.</td>
<td>3</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Provision sum for KPLC connection.</td>
<td>3</td>
<td>PC SUM</td>
<td>24,000</td>
<td>72,000.00</td>
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</tbody>
</table>
**SUPPLY, DELIVER, FIX, TEST AND COMMISSION THE FOLLOWING**

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit RATE</th>
<th>TOTAL SHS</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>13m steel galvanized floodlight column made from class “B” steel galvanized pipe complete with 400mm x 400mm bracket as per specification to be provided by Engineer</td>
<td>2</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Power point wired in 2.5mm p.v.c cable t/w/e complete with wiring accessories (excluding fittings)</td>
<td>120</td>
<td>LM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>400watts floodlight complete with reflector control gear as per specification. The floodlight shall be engraved to codes to be provided Type Phillips Nikon or equal approved</td>
<td>8</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Photo cell kit, all accessories included. Type photon or equal approved</td>
<td>2</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Metal control pillar as per DRG. To be provided by Engineer with lockable facilities</td>
<td>2</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>4 Way consumer unit. Type</td>
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<td></td>
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</tr>
<tr>
<td>Item No</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Unit RATE SHS</td>
<td>TOTAL SHS</td>
</tr>
<tr>
<td>--------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>7</td>
<td>crab-tree or equal approved.</td>
<td>2</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>20 amps MCBS to fit item No 6 above type crab tree or any other equal approved.</td>
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<td>40amps current operated earth leakage circuit breaker with rated leakage current of 0.5A. Type crab tree or equal approved by Engineer.</td>
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<td>10</td>
<td>80amps contactor as type ABB or equal approved</td>
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<td>11</td>
<td>Earthling comprising of 6mm² earth lead and 1800mm long x15mm diameter copper earth electrode with a driving tip and clamp in a removable cover.</td>
<td>2</td>
<td>N0</td>
<td></td>
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<tr>
<td>11</td>
<td>Provision sum for KPLC connection.</td>
<td>1</td>
<td>PC SUM</td>
<td>24,000</td>
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<td></td>
<td>1</td>
<td>PC SUM</td>
<td>70,000</td>
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<tr>
<td></td>
<td><strong>TOTAL CARRIED FORWARD TO SUMMARY</strong></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

ATHWANA WARD

SUPPLY, DELIVER, FIX, TEST AND COMMISSION THE FOLLOWING

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit RATE SHS</th>
<th>TOTAL SHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Provision sum for KPLC connection.</td>
<td>1</td>
<td>PC SUM</td>
<td>24,000</td>
<td>24,000.00</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<td>------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>13m steel galvanized floodlight column made from class “B” steel galvanized pipe complete with 400mm x 400mm bracket as per specification to be provided by Engineer</td>
<td>2</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Power point wired in 2.5mm p.v.c cable t/w/e complete with wiring accessories (excluding fittings)</td>
<td>120</td>
<td>LM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>400watts floodlight complete with reflector control gear as per specification. The floodlight shall be engraved to codes to be provided Type Phillips Nikon or equal approved.</td>
<td>8</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Photo cell kit, all accessories included. Type photon or equal approved</td>
<td>2</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Metal control pillar as per DRG. To be provided by Engineer with lockable facilities</td>
<td>2</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>4 Way consumer unit. Type crab-tree or equal approved.</td>
<td>2</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>20 amps MCBS to fit item No 6 above type crab tree or any other equal approved.</td>
<td>8</td>
<td>N0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>40amps current operated earth leakage circuit breaker with rated leakage current of 0.5A. Type crab tree or equal approved by Engineer.</td>
<td>2</td>
<td>N0</td>
<td></td>
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<tr>
<td>Item No.</td>
<td>Description</td>
<td>2</td>
<td>48,000.00</td>
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<tr>
<td>---------</td>
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<td></td>
</tr>
<tr>
<td>9</td>
<td>80amps contactor as type ABB or equal approved</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Earthling comprising of 6mm² earth lead and 1800mm long x15mm diameter copper earth electrode with a driving tip and clamp in a removable cover.</td>
<td>N0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Provision sum for KPLC connection.</td>
<td>PC SUM</td>
<td>24,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CARRIED FOWARD TO SUMMARY**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mbeu</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Kianjai</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Akithi</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Athwana</td>
<td></td>
</tr>
</tbody>
</table>

**Summary**

**Projects**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
</table>

**Bill of Quantities**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
</table>

**VAT INCLUSIVE**

Add 2% provision for Monitoring & Evaluation

Add provisional sum, contingencies and/or any prime cost sums

**TOTAL CARRIED TO PAGE ON THE FORM OF TENDER**
SECTION VII
STANDARD FORMS

FORM OF TENDER

TO: __________________________ [Name of Employer] ____________ [Date]

________________________ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. ______________________ [Amount in figures] Kenya Shillings ______________________ [Amount in words]

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

3. We agree to abide by this tender until ________________ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ______________________ day of _______20________________

Signature ______________________ in the capacity of_________________________

[Name of Employer] of ______________________________________________[Address of Employer]
LETTER OF ACCEPTANCE

[letter head paper of the Employer]

___________________[date]

To: _______________________

[name of the Contractor]

_____________________

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated ___________________________ for the execution of  ________________________________________________ for the Contract Price of Kshs. __________________________ [amount in figures][Kenya Shillings___________________________(amount in words)] in accordance with the Instructions to Tenderers is hereby accepted.

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

Authorized Signature ………………………………………………………………………

Name and Title of Signatory …………………………………………………………………..

Attachment : Agreement
FORM OF AGREEMENT

THIS AGREEMENT, made the ________________ day of _______ 20 ______ between________________________________________________of[or whose registered office is situated at]__________________________________________ (hereinafter called “the Employer”) of the one part AND __________________________________________________________ (hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes ___________________________________________________________________ (name and identification number of Contract) (hereinafter called “the Works”) located at ________________________ [Place/location of the Works] and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs___________________________[Amount in figures], Kenya Shillings_____________________________________________[Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

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

2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.

   (i) Letter of Acceptance

   (ii) Form of Tender

   (iii) Conditions of Contract Part I

   (iv) Conditions of Contract Part II and Appendix to Conditions of Contract

   (v) Specifications

   (vi) Drawings

   (vii) Priced Bills of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and
complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The common Seal of ____________________________________________

Was hereunto affixed in the presence of __________________________________

Signed Sealed, and Delivered by the said ___________________________________

Binding Signature of Employer ________________________________________

Binding Signature of Contractor _________________________________________

In the presence of (i) Name__________________________________________

Address_________________________________________________________

Signature________________________________________________________

[ii] Name________________________________________________________

Address________________________________________________________

Signature________________________________________________________
FORM OF TENDER SECURITY

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

……………………… (name of Contract)

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

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers

   Or

2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

   (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or

   (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

   (c) rejects a correction of an arithmetic error in the tender.

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

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

[signature of the Bank]

[seal]

[Amend accordingly if provided by Insurance Company]
PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: _________________________ (Name of Employer) __________ (Date)
__________________________ (Address of Employer)

Dear Sir,

WHEREAS ______________________ (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. ____________ dated _________ to execute ______________ (hereinafter called “the Works”);

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR ____________________

Name of Bank ______________________________

Address ___________________________________

Date _______________________________________
BANK GUARANTEE FOR ADVANCE PAYMENT

To: ______________________ [name of Employer]  _________(Date)
    ______________________ [address of Employer]

Gentlemen,

Ref: _________________________________ [name of Contract]

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

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

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

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

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

Yours faithfully,

Signature and Seal ____________________________________________

Name of the Bank or financial institution ____________________________
TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

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

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

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

3. Telephone number (s) of tenderer

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

4. Telex address of tenderer

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

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

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

6. Details of tenderer’s nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)

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

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

_______________________
Signature of Tenderer

Make copy and deliver to:__________________________(Name of Employer)
CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name ………………………………………………………………………………………………………

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

Plot No……………………………………… Street/Road ………………………

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

Nature of Business…………………………………………………………………..

Current Trade Licence No………………… Expiring date…………………………

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

Name of your bankers………………………………………………………………

Branch……………………………………………………………………………………

Part 2 (a) – Sole Proprietor

Your name in full…………………………………… Age…………………………

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

*Citizenship details …………………………………………………………………

Part 2 (b) – Partnership

Give details of partners as follows:

<table>
<thead>
<tr>
<th>Name in full</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1……………..</td>
<td>……………….</td>
<td>……………………</td>
<td>………</td>
</tr>
<tr>
<td>2……………..</td>
<td>……………….</td>
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</tr>
<tr>
<td>3……………..</td>
<td>……………….</td>
<td>……………………</td>
<td>………</td>
</tr>
</tbody>
</table>

Part 2(c) – Registered Company:

Private or public……………………………………………………………………..
State the nominal and issued capital of the Company—

Nominal Kshs……………………………………………………………………

Issued Kshs……………………………………………………………………

Give details of all directors as follows:


1. ........................................................................................................

2. ........................................................................................................

3. ........................................................................................................

4. ........................................................................................................

Part 2(d) – Interest in the Firm:

Is there any person / persons in ............... .......(Name of Employer) who has interest in this firm? Yes/No...........................(Delete as necessary)

I certify that the information given above is correct.

........................................... ........................................... ...........................................
(Title) (Signature) (Date)

* Attach proof of citizenship
LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: __________________________________________
  __________________________________________
  __________________________________________
  __________________________________________

RE: Tender No. ____________________________

Tender Name ____________________________

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

________________________________________

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) __________________________________________

________________________________________

SIGNED FOR ACCOUNTING OFFICER
FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer consisting of a joint venture shall state here below the name and address of his representative who is authorized to receive on his behalf correspondence in connection with the Tender.

........................................................................................................
(Name of Tenderer’s Representative in block letters)

........................................................................................................
(Address of Tenderer’s Representative)

........................................................................................................
(Signature of Tenderer’s Representative)
FORM SD1


1. ........................................................................of P. O. Box .............................. being a resident of

........................................................................ in the Republic of ------ do hereby make a statement as

follows:-

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of ............

........................................................................ (insert name of the Company) who is a Bidder in respect of

Tender No. .............................. for ....................................(insert tender title/description) for

.................................( insert name of the Procuring entity) and duly authorized and competent to

make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

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

(Title) (Signature) (Date)

Bidder Official Stamp
FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ............ ................................................................. (insert name of the Company) who is a Bidder in respect of Tender No. ....................... for ........................................(insert tender title/description) for ........................................ (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..............................................( insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..............................................(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.................................................. .................................................. ..................................................
(Title) (Signature) (Date)

Bidder’s Official Stamp
FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NO..............OF............20........

BETWEEN
............................................APPLICANT

AND
..........................................RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

1.
2.

etc.

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

1.
2.

etc

SIGNED .................(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary