



**KIAMBU COUNTY GOVERNMENT
DEPARTMENT OF ROADS, TRANSPORT, PUBLIC WORKS
AND UTILITIES**

**FRAMEWORK AGREEMENT FOR REPAIRS &
MAINTENANCE OF STREETLIGHTS & FLOODMASTS
WITHIN KIAMBU COUNTY.**

TENDER NUMBER:CGK/RTPW&U/T/004/2020-2023

CLOSING DATE & TIME: 5th MAY 2021, AT 10.00 AM

**County Government of Kiambu
P.O. Box 2344 - 00900
Kiambu, Kenya
Website: www.kiambu.go.ke**

FINANCIAL YEAR 2020-2023

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SECTION I INVITATION TO TENDER

TENDER NEGOTIATION NO. CGK/RTPW&U/T/004/2020-2023

TENDER NAME: FRAMEWORK AGREEMENT FOR REPAIRS & MAINTENANCE OF STREETLIGHTS & FLOODMASTS WITHIN KIAMBU COUNTY.

1.1 THE COUNTY GOVERNMENT OF KIAMBU, DEPARTMENT OF ROADS, TRANSPORT, PUBLIC WORKS AND UTILITIES invites sealed bids from eligible candidates for FRAMEWORK AGREEMENT FOR REPAIRS & MAINTENANCE OF STREETLIGHTS & FLOODMASTS WITHIN KIAMBU COUNTY.

- 1.2 A complete set of tender documents may be obtained from the county website and download the tender document free of charge from our website www.kiambu.go.ke or from Kenya Supplier Portal suppliers.treasury.go.ke or www.tender.go.ke
- 1.3 Completed tender documents are to be submitted through IFMIS suppliers' portal suppliers.treasury.go.ke and addressed to CHIEF OFFICER, COUNTY GOVERNMENT OF KIAMBU, DEPARTMENT OF ROADS, TRANSPORT, PUBLIC WORKS AND UTILITIES P.O BOX 2344-00900 KIAMBU so as to be received on or before 5th May, 2021 at 10.00 a.m.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (365) days from the closing date of the tender.
- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Red Nova Office block 4th Floor , Kiambu Sub county grounds.

SECTION II - INSTRUCTIONS TO TENDERERS

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- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 **Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 **Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. **The Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- Invitation to Tender
 - Instructions to tenderers
 - General Conditions of Contract
 - Special Conditions of Contract
 - Schedule of requirements
 - Technical Specifications
 - Tender Form and Price Schedules
 - Tender Security Form
 - Contract Form
 - Performance Security Form
 - Bank Guarantee for Advance Payment Form
 - Manufacturer's Authorization Form
 - Confidential Business Questionnaire

- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 **Clarification of Documents**

- 2.5.1 A prospective tenderer requiring any clarification of the tender Document may notify the Procuring entity in writing or by post at the Entity's address indicated in the Invitation to Tender. The Procuring Entity will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days Prior to the deadline for the submission of tenders, prescribed by the Procuring entity. Written copies of the Procuring entities response (Including an explanation of the query but without identifying the Source of inquiry) will be sent to all prospective tenderers that have Received the tender document.
- 2.5.2 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.

2.6 **Amendment of Documents**

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 **Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 **Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with

an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 365 days from the date of opening of the tender.

2.11 **Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 **Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to tender and Its qualifications to perform the contract if it's tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

that the tenderer has the financial, technical, and production capability necessary to perform the contract;

that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 **Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

A detailed description of the essential technical and performance characteristic of the goods;

A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - i) To sign the contract in accordance with paragraph 2.27Or
 - (ii) To furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 365 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified not later than 5th May, 2021 At 10:00 AM

2.17.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18 Modification and Withdrawal of Tenders

2.18.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.18.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.18.3 No tender may be modified after the deadline for submission of tenders.

2.18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security.

2.18.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.18.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.19 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 5th MAY 2021 At10:00 AM and in the location specified in the Invitation to Tender.

- 2.19.1 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.19.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.19.3 The Procuring entity will prepare minutes of the tender opening.

2.20 Clarification of Tenders

- 2.20.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.20.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 2.21.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.22 Conversion to Single Currency

- 2.22.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.23 Evaluation and Comparison of Tenders

- 2.23.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive
- 2.23.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.23.3 A tenderer who gives false information in the tender document about its 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.

2.24 Preference

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

2.25 Contacting the Procuring entity

2.25.1 No tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) Post-qualification

2.26.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily. Evaluation criteria is set out below.

(c) **Procuring entity's Right to Vary quantities**

2.26.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to accept or Reject any or All Tenders**

2.26.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.27.3 Upon the successful Tenderer's furnishing of the performance security, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security.

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.28.2 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.

2.28.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.29 Performance Security

2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.30.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Tender name: **FRAMEWORK AGREEMENT FOR REPAIRS & MAINTENANCE OF STREETLIGHTS & FLOODMASTS WITHIN KIAMBU COUNTY.**

Tender Number NEGOTIATION: CGK/RTPW&U/T/004/2020-2023

CLOSING DATE & TIME: 5th MAY 2021, AT 10.00 AM

Employer

The name and address of the Employer for the purposes of this tender is.

**The chief officer
Department of roads, transport, public works
and utilities
County government of Kiambu
P.O Box 2344-00900
Kiambu**

Tenders shall be submitted Completed and sealed tender documents from the interested service providers shall be deposited at the tender box outside the procurement office at **Red Nova Office block 4th Floor In Kiambu Sub County.**

TENDER EVALUATION CRITERIA

After tender opening, to determine responsiveness the tenders will be evaluated in 3 stages, namely:

1. Preliminary examination (Mandatory requirement evaluation)
2. Technical evaluation
3. Financial Evaluation

PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS EVALUATION)

This stage of evaluation shall involve examination of the Mandatory Requirements as set out in the Tender document and any other conditions stated in the bid document. These conditions include the following:

S/NO	PARAMETER	REMARKS YES/NO
1.	Attach Copy of Certificate of Incorporation or Business Registration Certificate	
2.	Attach Duly filled, signed Confidential business questionnaire	
3.	Attach copy of current Single Business Permit	
4.	Attach copy of current Tax Compliance certificate	
5.	Current CR12 or CR 13	
6	Current NCA Certificate –Electrical works	
7	Current EPRA Certification	
8.	All pages including attachments MUST be stamped and signed by authorized person	

NOTE: Any bidder who does not meet the above Mandatory criteria shall be declared non-responsive and shall not be considered for further evaluation

**TECHNICAL CAPABILITY
EVALUATION**

The pass mark for technical evaluation is 60 marks

S/N O	ITEM DESCRIPTION	MARKS AWARDED
1	Experience. Attach Local purchase order/contract of any supplies. (20 marks) Attach 4 Local purchase order/award and above- 20marks Attach 3 Local purchase order/award and above- 15 marks Attach 2 Local purchase order/award and below- 10 Marks Attach 1 local purchase order/award5 marks Failure to attach any Local purchase order/award-0 Marks	20 Marks
2	Provide documentation on the company profile and management Structure	10Marks
3	Proof of means of transport attach (ownership document or lease Agreement Log book attachment Leased documents Hiring Failure to attach any of the documents-0 marks	15 Marks
4	Delivery period. Indicate number of calendar days to deliver after receiving the	15 Marks

	<p>LPO (15 marks)</p> <p>Within 0-30 days from the date of order (15marks)</p> <p>Within 30-60 Days from the date of order (7marks)</p>	
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	Above 60 days (0 marks) Not indicated (0 marks)	
5	Certified current three months bank statement OR Proof of Access to credit Facility e.g Letter from the bank	15 Marks
6	Attach duly filled, signed and stamped price schedules	10Marks
7	Litigation History	5Marks
8	AGPO certificate (whichever is applicable)	10 Marks
	TOTAL	100 Marks

Pass mark for technical evaluation criteria shall be 65%

FINACIAL EVALUATION

After the technical evaluation, successful bidders shall be subjected to financial evaluation using the formula below to determine the award price

Formula to be used for Financial Evaluation

$$E=A+C/ D$$

The award shall be to the successful bidders at the determined award price E.

The market price of the procuring entity will be used to determine the award price. The procuring entity shall consider the prices quoted +10% or -10% of the market price. The award shall be based within the range by taking the sum of quotes and eventually the average.

Where:

A= range of prices not exceeding 10% above B

B= is the market price

C=range of prices not exceeding 10% below B

D=the number of bidders between A and C

E=the award price

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

“The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) “The Procuring entity” means the organization purchasing the Goods under this Contract.

(e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the

Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country.

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 **Delivery and Documents**

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

3.11 **Insurance**

- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 Sub-contracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all sub-contracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part;

(a) If the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) If the tenderer fails to perform any other obligation(s) under the Contract

(c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

- 3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

- 3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

- 3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Indicate particulars of performance security</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

(Complete as necessary)

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:

Shortest possible delivery period of each product, information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

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2. GENERAL

This specification is to be read in conjunction with the technical reports issued with its Bills of quantities shall be the basis of all works during the progress of the works.

2.1 STANDARD OF MATERIALS

Where the material and equipment are specifically described and named in the Specification followed by approved equal, they are so named or described for the purpose of establishing a standard to which the sub-contractor shall adhere.

Should the contractor install any material not specified herein before receiving approval from the proper authorities, the Engineer shall direct the contractor to remove the material in question immediately. The fact that this material has been installed shall have no bearing or influence on the decision by the Engineer.

All materials condemned by the Engineer as not approved for use, are to be removed from the premises and suitable materials delivered and installed in their place at the expense of the Contractor or Sub-contractor for sub-contract works. All materials required for the works shall be new and the best of the respective kind and shall be of a uniform pattern.

2.2 WORKMANSHIP

The workmanship and method of installation shall conform to the best standard Practice. All work shall be performed by a skilled tradesman and to the satisfaction of the Engineer. Helpers shall have qualified supervision.

Any work that does not in the opinion of the Engineer conform to the best standard practice will be removed and reinstated at the Sub-contractor's expense.

Permits, Certificates or Licenses must be held by all tradesmen for the type of work; in which they are involved where such permits, certificates or licenses exist under ERC (now EPRA) and NCA

2.3 PROCUREMENT OF MATERIALS

The contractor is advised that no assistance can be given in the procurement or Allotment of any materials or products to be used in and necessary for the construction and completion of the work.

Contractors are warned that they must make their own arrangements for the supply of materials and/or products specified or required.

2.4 SHOP DRAWINGS

Before manufacture or fabrication is commenced the 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 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.

2.5 AS BUILT (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 colored set of line diagrams relating to operating and maintenance instructions shall be framed and, mounted in a suitable location.

2.6 REGULATIONS AND STANDARDS

All work executed by the 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 ERC (EPRA) and NCA.

Where the two sets of regulations appear to conflict, they shall be clarified with the Engineer. All materials used shall comply with relevant Kenya Bureau of Standards Specification.

2.7 SETTING OUT WORK

The 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 bid for all such modifications and for the provision of any such sketches or drawings related thereto.

2.8 POSITIONS OF ELECTRICAL PLANT AND APPARATUS

The routes of cables and approximate positions of switchboards etc, as shown on the Drawings/designs 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.

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

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

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

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

2.10 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.

2.11 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 contractor's attention is drawn to the necessity of keeping all conduits entirely separate from other piping services such as water and no circuit connections will be permitted between conduits and such pipes.

All conduits systems shall be arranged wherever possible to be self-draining to switch boxes and conduit outlet points for fittings:

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

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

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

Runs between draw in boxes are not to have more than two right angle bends or their equivalent. The contractor may be required to demonstrate to the Engineer that wiring in any particular run is easily withdrawable and the 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 shall be used at intervals of 6000mm.

Where conduit runs are to be concealed in pillars and beams, the approval of the Engineer, shall be obtained. The 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 Engineer with dimensional drawings to enable him approve to mark out and form all holes and chases. Should the contractor fail to inform the engineer of any inaccuracies in this respect they shall be rectified at the contractor's expense.

It will be the contractor's responsibility to ascertain from site, the details existing facilities check the positions of existing facilities. No resettlement works or upgrading works shall be undertaken without first obtaining the written permission of the relevant authority and approved by the Engineer.

The drawings provided with these specifications indicate the proposed appropriate positions, and it shall be the contractor's responsibility to mark out and centre on site the accurate positions where necessary in consultation with the stakeholders and the Engineer. The contractor alone shall be responsible for the accuracy of the final position.

2.12 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 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. Pat tresses shall be fitted where required to outlets on surface conduit runs.

Adaptable boxes are to be of PVC or mild steel (of not less than 12swg) and black enameled or galvanized finish according to location. They shall be of square or oblong shape 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.

2.13 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.

2.14 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 armoring 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 1.6m. It shall be made up to 1.2m section 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 Contractor in the presence of the Engineer and the 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.

2.15 CABLES AND FLEXIBLE CORDS

All cables used in this contract shall be manufactured in accordance with the current Appropriate Kenya Bureau of Standard Specification which are as follows:-

PVC 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 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 300/6000 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.

2.16 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 armor of the cable shall be used wholly as an earth continuity conductor and the resistance of the wire armor 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.

2.17 CABLE SUPPORTS, MARKERS AND TILES

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

Cables are to be kept clear of all pipe work and the contractor shall work in close liaison with other utility service providers.

The 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 and need to be buried they shall be laid underground 750mm deep with protecting concrete interlocking cover tiles laid over which shall be provided and laid under this contract.

All necessary excavations and reinstatement of ground including sanding or trenches will be carried out by the Contractor.

2.18 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.

2.19 HEAT RESISTING CABLES

Final connections to calling the use of this cable, 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 is Likely to be experienced) shall be made using silicon rubber insulated cable or equal and approved.

2.20 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).

2.21 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.

2.22 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.

SYSTEM MARKER	INSULATION COLOUR	CABLE	END
i) Main and Sub-Main			
a) Phase	Red		Red
b) Neutral	Black		Black
ii) Sub-Circuits Single Phase			
a) Phase	Red		Red
b) Neutral	Black		Black

2.23 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.

2.24 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.

2.25 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 Contractor to the Engineer. The Engineer will then check test with his own instruments if necessary.

2.26 LIGHTING SWITCHES

These shall be mounted flush, 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 in accordance to KS 04 – 247: 1988

2.27 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 in accordance to KS 04 – 246: 1987

2.28 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 in accordance KS 04 – 247: 1988

2.29 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.

2.30 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 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.

2.31 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 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.

2.32 LIGHTING FITTINGS AND STREET LIGHTING LANTERNS

This 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 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 contractor shall include cost of additional work necessary in his bid. Each lighting fitting shall be provided with number type and size of lamps as detailed on the drawings.

2.33 TESTING ON SITE

The contractor shall conduct during and at the completion of the installation and, if required, again at the expiration of the Defects Liability Period (DLP), 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 ERC (EPRA), NCA, KPLC By-Laws in close supervision by the QC/QA Engineer.

- (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.
- (c) Tests shall be carried out to verify the continuity of all conductors of each 'ring' circuit.
- (d) 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 Contractor will be required to issue to the Engineer the requisite certificate upon completion as required by the regulations referred to above.
- (e) 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 Contractor at his own expense.
- (f) The 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 QA/QC Engineer to enable him to carry out such tests as he may require. The Contractor shall generally attend on other contractors employed on the project and carry out such electrical tests as may be necessary. The contractor shall test to the 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. winch) the 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 engineer's approval.

(e) Following NDT tests, preferably Schmitt Hammer Test & Ferro Scan, shall be carried out whenever concrete poles are used (1) concrete strength test (2) rebar mapping with sizing of the metallic frame. A report on the same shall be compiled and signed by a licensed technician.

APPENDIX TO GENERAL SPECIFICATIONS OF MATERIALS AND WORKS

The electrical contractor shall comply with the following: -

ERC (EPRA)

2. IEE Regulations
3. NCA
4. Instructions of the Engineer

SPECIFICATIONS OF MATERIALS AND WORKMANSHIP FOR GRID CONNECTED STREET LIGHTING PROJECTS

A. Scope of Works

Supply, erecting, testing, and commissioning of Street lighting system complete in all respect, including the Civil works, foundations for installation of street lighting pole and its associated

items. This will be in accordance with specifications and bills of quantities.

The Contractor shall include for lighting columns, lighting fittings, wiring, pole mounted metal control pillars, contactors, current operated instantaneous Residual Current Devices (RCD), timing control switches, photoelectric cells, cable cover tiles and all apparatus and appliances not particularly called for in this Specification but which are necessary for the completion and satisfactory functioning of the Works. The contractor shall also carry out the excavation of all trenches and backfilling, the supply and installation of 100mm diameter PVC ducts across roads and driveways

It is deemed that if, in the opinion of the Contractor at the time of quoting, there

existed a discrepancy between the Specification and the actual work, that the Contractor clarifies this difference with the Engineer before quoting.

B. Specification

The work shall be executed and completed, unless expressly directed otherwise, in accordance with the following:-

The specification

The current edition of the Institution of Electrical Engineers (I.E.E) regulations

The Electric Power Act of Kenya, The Grid Code etc iii) The Kenya Power & Lighting Co. Bylaws

iv) The British or Kenya Standard specification and relevant and applicable British code of practice.

v) Energy-Act 2019 and ERC (EPRA) Regulations

vi) National Construction Authority and KCAA Regulations on high masts.

C. Samples and defective work

All materials to be used in the installation work must be made available for Inspection and approval and samples must be submitted upon request to the Engineer.

If the Contractor wishes to install or use other types of materials different from those specified in the Tender document, then the manufacturers technical and any other relevant pamphlets must be submitted to the Engineer for consideration and approval.

The right is expressly reserved to order at the Contractors expense the removal from site of all materials not conforming to the specifications and the Dismantling and re-execution of all works which by reason of inclusion of Improper, specified or defective materials and /or poor class or defective Workmanship are a contravention of any clause in the specification.

D. Ratings

Unless specified otherwise or where it does not apply all the materials shall be capable of being used on 240 volts 50 Hz. AC single phase and neutral supply.

E. Street Lighting Poles

Street lighting poles shall be fabricated from concrete poles and shall be as shown on the drawings. Provide 10m round pre -pressed reinforced concrete pole as KS1933

standard with earthing ferrule

The poles shall be installed at a minimum depth of 1500mm in the ground. The pole should have 190mm top diameter and 330mm bottom diameter

**F.
Luminaires**

Enclosed LED street light or floodlight with aluminum body and frame housing flat glass sealed to IP65 complete with Integral control gear and asymmetrical as specified complete with lamp.

The lanterns will be with control gear complete with the specified lamp and reflector.

G. Photo Electric Cell

These shall be of specifications as provided in the BQ

The minimum operating “turn on” level shall be of 5 to 20 lux and “turn off” level 25-100lux with a time delay of 20 to 40 seconds. The rating shall be 30°C to 50°C. It shall have the current rating from 10 to 20 amps as specified.

The initial adjustment shall be done with the approval of the Engineer.

**H.
Cables.**

Cables shall be 600/1000 volt grade conforming to B.S.S. 6346, PVC/SWA/PVC cables shall be used for street lighting installation as indicated on the drawings.

All cables shall terminate with brass glands of suitable size to maintain proper earth continuity throughout the system.

**I. Other
cables**

Insulated PVC sheathed twin with earth cable shall be used for wiring to the lanterns from the cut-outs mounted in the pole windows.

**J. System of
Wiring**

The loop-in and loop-out arrangements shall be through a cut-out mounted in the pole windows. Galvanized armoring wires shall be properly earthed and to maintain earth continuity, earth clips and connectors shall be used. From the cut-out to the lantern 1.5mm² PVC twin insulated and sheathed cable with earth wire shall be used protected by 5A cartridge fuse. The lantern shall be earthed separately with earth wire taken from the main point. Cables across the roads, and drive ways shall be laid in ducts. Cables shall be laid on 50mm layer of sand, and be covered with 50mm thick layer of sand before covering with the tiles.

K. Cables

Cover Tiles

The cable in the trench shall be protected with concrete tiles marked “HATARI” “DANGER”.

The cable tiles shall be of a pattern approved by the Engineer.

L.

Ducts

Ducts for road crossing and driveways shall be PVC with an internal diameter of not less than

100mm. The ducts shall be laid at least 800mm below the finished road level on a compact base.

M. Earthing of Street Lighting

Installation.

The contractor shall ensure installation is earthed in accordance with the requirements of the current edition of the “Regulations for Electrical Installations” and as per Kenya Power and Lighting Company’s rules and regulations.

All poles, lanterns and other metal parts shall be properly earthed. Electrical and Mechanical continuity must be maintained throughout the whole system, and the resistance measured from the electrode to the remotest point must not exceed 0.5 ohms. Every 4th pole must be effectively earthed through a suitable copper earth electrode by means of substantial copper stamps secured by non rusting bolts. The lead must be visible and adequately protected. No earthing lead shall be less than 2.5mm² in size. Twin earth wire PVC insulated cable may be used.

Provision for

P.M.E. shall be made to comply with supply authority requirements.

N. Control

Pillar/Box

Burglar proof, water proof lockable metallic control pillar, pole mounted to house KPLC meter and

associated switchgear .The contractor shall supply, install, test and commission all associated electrical works including supplying, fixing and connecting all switchgear, interconnections, labels and earthing as approved by the Engineer.

O. Current Operated Earth Leakage Circuit Breakers (RCD)

DP 40A, Instantaneous Residual Current Device (RCD), Trip Sensitivity 30mA, DIN Rail

Mount Complies with BS 4293 and IEC 61008

Loss of neutral protection is provided by a dedicated detection circuit AC22 rated DP

P. Testing of the Installation

The Contractor shall carry out tests of the completed installation, copies of the test results shall be provided to the QA/QC Engineer who can carry out confirmatory tests.

Q. Insulation Resistance

The insulation resistance between line (phase) and neutral, the line (phase) and earth and the neutral and earth shall not be less than one mega ohms when tested with 500 volts direct circuit (D.C.) supply.

R. Earth Continuity

The resistance measured from every earth electrode to the farthest point of the installation shall not exceed 0.5 ohms.

S. Earth Electrode Resistance

Test for earth electrode resistance shall not exceed 3 ohms using a null balance tester

T. Polarity Check

Checks shall be carried out to verify that the neutral is correctly connected and that all fuses and switching (control) devices are connected to the phase (“LIVE”) conductors only.

The Contractor shall be expected to test and inspect the installation particularly those parts that are to be concealed, during the erection, as he shall be held responsible for and shall rectify at his own expense all faults, defects, omissions, faulty workmanship,

incorrectly positioned or installed parts of the installation revealed by such inspection and tests.

The Contractor shall provide accurate instruments and/or apparatus and the labour to carry out the above tests independently of any tests made by the QA/QC Engineer or the employer

The instruments and apparatus shall be made available to the QA/QC Engineer for him to carry out the tests as he may require.

The Contractor shall give a seven days notice of his intention to carry out the test so as to enable the QA/QC Engineer to witness the tests if he so wishes.

SPECIFICATIONS OF MATERIALS AND WORKMANSHIP FOR OFF-GRID SOLAR PV STREET LIGHTING TYPE ISSL PROJECTS

A. Scope of Works

Supply, erecting, testing, and commissioning of Integrated Solar Street Lighting (ISSL) system complete in all respect, including the civil works, foundations for installation of street lighting pole and its associated items. This will be in accordance with specifications of the bills of quantities.

It is deemed that if, in the opinion of the Contractor at the time of quoting, there existed a discrepancy between the Specification and the actual work, that the Contractor clarifies this difference with the Engineer before quoting.

B. Specification

Provide as one-unit ISSL enclosed LED with aluminum body and frame housing flat glass sealed to IP65 complete with Integral control gear and asymmetrical with the following specifications:-

Solar Panel of mono-crystalline type minimum 80W high efficiency

LiFePO4 battery 800WH,4000+life cycle.

LED of 7500 lumens, beam angle adjustable.

Maximum Power Point Tracking Charge Controller 10A.

overcharge, discharge, short circuit, open load and lightning protection.

the minimum operating “turn on” level shall be of 5 to 20 lux and “turn off” level 25-100lux with a time delay of 20 to 40 seconds. The rating shall be 30°C to 50°C

software to control illumination levels as with motion sensor to dim when no movement and remotely switch on and off the system c/w a notification system (GSM)

The work shall be executed and completed, unless expressly directed otherwise, in accordance with the following: -

- (i) The specification
- ii) The current edition of the Institution of Electrical Engineers (I.E.E) regulations
- (iii) The Energy Act 2019
- (iv) The British or Kenya Standard specification and relevant and applicable British code of practice.
- (v) ERC (EPRA) Regulations
- (vi) National Construction Authority and KCAA Regulations on high masts.

C. Samples and defective work

All materials to be used in the installation work must be made available for Inspection and approval and samples must be submitted upon request to the Engineer.

If the Contractor wishes to install or use other types of materials different from those specified in the Tender document, then the manufacturers technical and any other relevant pamphlets must be submitted to the Engineer for consideration and approval.

The right is expressly reserved to order at the Contractors expense the removal from site of all materials not conforming to the specifications and the Dismantling and re-execution of all works which by reason of inclusion of Improper, specified or defective materials and /or poor class or defective Workmanship are a contravention of any clause in the specification.

D. Street Lighting Poles

Street lighting poles shall be fabricated from concrete poles and shall be as shown on the drawings. Provide 10m round pre -pressed reinforced concrete pole as KS1933 standard with earthing ferrule

The poles shall be installed at a minimum depth of 1500mm in the ground. The pole should have 190mm top diameter and 330mm bottom diameter

E. Earthing of Street Lighting Installation.

The contractor shall ensure installation is earthed in accordance with the requirements of the current edition of the “Regulations for Electrical Installations”

F. Testing of the Installation

The Contractor shall carry out tests of the completed installation, copies of the test results shall be provided to the QA/QC Engineer who can carry out confirmatory tests

CONCRETE WORKS

General

This Special Specifications is supplementary to the Standard Specifications and the two must be read in conjunction. In any case, where there appears to be conflict between the two then Special Specifications will take precedence.

Location and Extent of the Works

The works are located within the areas as indicated in the BoQs.

The works to be executed under the contract consist of supply, installation, testing & commissioning of grid connected street lights

Compliance with Specifications

All materials, plant, labour and workmanship in and connected with the execution of the works shall be the best of their respective kinds without regard to any trade terms and the contractor shall comply in these and all other respects with the following clauses and shall carry out the contract in a proper and workmanlike manner and in strict accordance with the specifications and the Engineer's instructions.

Test Certificates

When instructed by the Engineer the Contractor shall submit certificates of Test from the suppliers of materials and goods to be used for contract to the Engineer.

Such certificates shall certify that the materials or goods concerned have been tested in accordance with requirements of the Specification and shall give the results of all the tests carried out. The Contractor shall provide adequate means of identifying the materials and goods delivered to the site with the corresponding certificates.

For termination of incoming and outgoing cables, epoxy insulators with studs and locknuts shall be provided. A detachable gland plate made out of 3 mm thick galvanized iron/aluminum sheet shall be provided at the pillar bottom.

For automatic ON/OFF operation of the street lights, quality make electronic photocell shall be provided in the street light control pillar.

The Contractor shall ensure that the necessary energy meter is provided by the power supply company (KPLC) and the necessary documentation done.

Cables at feeder control pillar shall be terminated at the bottom gland plate, by heavy duty compression type of gland plate, earthing tags for effective earthing of cable armour and PVC cable shroud shall be provided.

Feeder control pillar foundation shall be Class20/20 Concrete, 200 mm above ground level.

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5.1 Earthing for Light Feeder

ControlPillar

Earth rod copper electrode of 38 mm. dia 2500mm long shall be provided with a clip on the top and sharp end for driving it in ground. The earthing lead should not be less than 6mm² green/yellow cable. Earthing resistance shall not exceed more than 3 Ohms.

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One number with 25 mm diameter 1800mm long copper earth rod electrode shall be provided for every fourth pole. For earthing of the poles and pillars single core at least 6mm² earth wires yellow/green from each earthing electrodes shall be connected with nuts and washers to the earthing bolts welded to the pillars and pole.

For earthing of the lighting fitting the third core of the lead wire shall be used and connected between pole terminal boxes to the fitting

5.2 PARTICULARS

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender -The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form -When required this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
 You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

 ...
 Location of business premises.

 Plot No..... Street/Road

 Postal Address Tel No. Fax E mail

Nature of Business

 Registration Certificate No.

 Maximum value of business which you can handle at any one time – Kshs.

 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	
Given details of partners as follows:	
Name	Nationality
Details	Citizenship
Shares	
1.
2.

	3. 4.																																																
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private Public or</p> <p>.....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kshs.</p> <p style="padding-left: 40px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table> <p>Date Signature of Candidate</p> <p>.....</p>		Name	Nationality	Citizenship Details	Shares				1.			2.			3.			4.			5		
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- If a Kenya Citizen, indicate under “Citizenship Details” whether registration. by Birth, Naturalization or

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated
[date of submission of tender] for the supply, installation and commissioning of
.....[name and/or description of the equipment] (hereinafter called
“the Tender”) KNOW ALL PEOPLE by these
presents that WE of having our registered
office at (hereinafter called “the Bank”), are bound unto
..... [name of Procuring entity] (hereinafter called “the Procuring
entity”) in the sum of for which payment well and truly to be
made to the said Procuring entity, 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 the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity: fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

This tender 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 above date.

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price).

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 referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods 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 hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS *[name of tenderer]* (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ *[reference number of the contract]* dated _____ 20 _____ to supply *[description of goods]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of *[amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

KIAMBU COUNTY				
DEPARTMENT OF ROADS TRANSPORT PUBLIC WORKS AND UTILITIES				
ENERGY SECTION ELECTRICAL MATERIALS AND ACCESSORIES				
S/N	ITEM DESCRIPTION	QTY	COST PER ITEM	TOTAL COST
	MATERIALS FOR CONVENTIONAL LIGHTS			
1.00	Contactora 3P-N 32A 240V Schneider or approved equivalent			
2.00	Contactora 3P-N 40A 240V Schneider or approved equivalent			
3.00	Contactora 3P-N 63A 240V Schneider or approved equivalent			
4.00	Digital Timer as Hager 16A/20A			
5.00	20A Photocell Eurolux/Zodion or as approved			
6.00	400W Choke Philips or as approved equivalent			
7.00	400W ignitor as Philips or approved equivalent			
8.00	400W SONT Bulb Osram/Philips or App EQVT			
9.00	300W LED FLOOD LIGHT			
10.00	280W LED floodlights as philips			
11.00	150W ignitors as Osram or approved equivalent			
12.00	150W SONT STREET LIGHT FITTING Osram/ Philips			
13.00	Compact fluorescent lamps 18W as philips			
14.00	3M35 Scotch Tape			
15.00	3M23 SCOTCH TAPE			
16.00	3M82-A1 SCOTCH CAST KIT			
17.00	Cut out 60/80A c/w Fuse as Henley			
18.00	BALLAST 400W			
19.00	BULB 400W			
20.00	IGNITOR 400W			
21.00	Ignitors(70-400W) as Philips or approved equivalent			
22.00	DP 63A MCB			
23.00	SP 32A MCB			
	SP 16A MCB			

24.00				
25.00	100A MCCB DP as crab tree			
26.00	Surge protector as Solatek(20A)			
27.00	Overvoltage Relay 275V 10kA SPN			
28.00	LED LIGHT MODULE 50W			
29.00	LED DRIVERS 50W			
30.00	Capacitors 36 micro.Farads as philips			
31.00	1.5 Sqmm PVC single cable R/B/G/Y African Cables			
32.00	2.5 Sqmm PVC single cable R/B/G/Y African Cables			
33.00	2.5 Sqmm flexible cable 4core in Rolls Make EAC			
34.00	2.5 Sqmm T/E PVC Flat Cable roll African Cables			
35.00	4.0 Sqmm flexible cable 4core roll EAC			
36.00	6.0 Sqmm PVC SWA Cable in Metres Make: EAC			
37.00	6.0mm 1-CORE R/B/G/Y EAC 100m roll			
38.00	6.0 Sqmm 1-core cable G/Y EAC			
39.00	2x10mm2 XLPE/PVC Insulated ABC Twisted Cable			
40.00	6mm2 CORE ARMoured CABLE			
41.00	4G4 FLEX CABLE			
42.00	6G4 RUBBERFLEX CABLE 100m ROLLS			
43.00	Winch powered by 2.2kW motor with control gear for 30M h/mast monopole c/w control panel			
44.00	Pole Mounted Control Pillar Box Water proof			
45.00	Earth rods copper c/w clamp 5/8"			
46.00	1" Padlocks Tricircle			
47.00	Alen Key 14mm			

48.00	10M High round pre-pressed reinforced concrete pole as KS 1933 c/w earthing and ferrule			
49.00	9/10M high 160mm Ø eco-friendly pole of HDPE outer & inner with rigid foam and bamboo			
50.00	STREET LIGHT BRACKET PIPE 1200mm long galvanized 2 inch pipe			
51.00	STREET LIGHT GI (Universal Clamps) CLAMPS PAIRS			
A	SUB TOTAL COST			
B	LABOUR		%	
C	ADD 16% V.A.T.			
D	GRAND TOTAL			

KIAMBU COUNTY				
DEPARTMENT OF ROADS TRANSPORT PUBLIC WORKS AND UTILITIES				
ENERGY SECTION ELECTRICAL MATERIALS AND ACCESSORIES				
S/No.	ITEM DESCRIPTION	QTY	COST PER ITEM	TOTAL COST
	MATERIALS FOR SOLAR SYSTEMS			
1	100W ISSL SOLAR LAMP160lm/W WITH 16V 48W MONOCRYSTALLINE PANEL LiFePO4 BATTERY OF 12.8V 42AH DIE CAST ALUMINIUM IP67 AS ALLTOP			
2	300W 160lm/W LiFePO4 3.2V 96AH BATTERY WITH 6V 65W MONOCRYSTALLINE PANEL IN DIE CASTING ALUMINIUM IP 65 AS ALLTOP OR APPROVED IP67			
3	500WH 12.8V 42AH Lithium Iron Phosphate Battery, 1500 cycles			
4	300WH 3.2V 96AH LiFePO4 Battery, 1500cycles			
5	MPPT Charge Controller 10/20A water proof as Esaviour/All tops or as approved			
	SUB TOTAL COST			
	LABOUR		%	
	ADD 16% V.A.T.			
	GRAND TOTAL			

NOTE:

- *Labour shall be quoted as a Percentage of the value of the quoted items*
- *a value for money assessment shall be undertaken annually to determine whether the terms designated in the framework agreement remain competitive and the award price shall be adjusted at a percentage equivalent to the change in market price.*
- *Any mechanical problems not provided above/ Diagnosed during service shall be invoiced by the service provider separately and prices must be within the prevailing market rates.*

8.7 MANUFACTURER’S AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS[name of the manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.8 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.

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

8.9 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 of20.....in the matter of Tender
No.....of20...

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 of20.....

SIGNED
Board Secretary