

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF NYANDARUA
DEPARTMENT OF TRANSPORT, ENERGY & PUBLIC WORKS

SUPPLY, INSTALLATION AND COMMISSIONING OF SOLAR POWERED
L.E.D. STREET LIGHTS IN NYANDARUA COUNTY

TENDER DOCUMENT

TENDER NO. _____

ARCHITECT

COUNTY ARCHITECT,
DEPT. OF TRANSPORT ENERGY
& PUBLIC WORKS
NYANDARUA COUNTY,

P.O. BOX 82 – 20300,
NYAHURURU.

QUANTITY SURVEYOR

COUNTY QUANTITY SURVEYOR,
DEPT. OF TRANSPORT ENERGY
NYANDARUA COUNTY
& PUBLIC WORKS

P.O. BOX 82 - 20300,
NYAHURURU.

ELEC/MECH ENGINEER

COUNTY ELEC/MECH ENG. (BS)
DEPT. OF TRANSPORT ENERGY
PUBLIC WORKS & PUBLIC WORKS
NYANDARUA COUNTY,

P.O. BOX 82 - 20300,
NYAHURURU.

STRUCTURAL ENGINEER

COUNTY ENGINEER -STRUCTURAL,
DEPT. OF TRANSPORT ENERGY &

NYANDARUA COUNTY,
P.O. BOX 82 - 20300,
NYAHURURU.

APRIL, 2018

INVITATION TO TENDER

TENDER REF. NO NYA/CG/PT/SSL/001/2017-2018

TENDER NAME CONTRACT FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF LED SOLAR STREET LIGHTS IN NYANDARUA COUNTY FOR THE FINANCIAL YEAR 2017/2018

1.1 The Nyandarua County Government invites bids from eligible candidates for Supply, Installation & Commissioning of **L.E. Solar Street lights in Nyandarua County for the financial year 2017/2018**

1.2 Bidding documents with detailed specifications may be obtained from the county website:

www.nyandarua.go.ke free of charge.

1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.4 Interested bidders may access the Tender documents detailing the requirements **FREE** from our website at www.nyandarua.go.ke from Sat **28th April 2018**

The duly completed bids should be enclosed in a plain sealed envelope clearly marked with “**Tender Number and Tender Name**” and will be deposited in the Tender Box situated at the entrance of the Nyandarua County Headquarters offices, or be addressed to,

**THE COUNTY SECRETARY,
NYANDARUA COUNTY GOVERNMENT,
P.O BOX 701-20303, OL-KALOU.**

So as to be received on, or before **Friday, 11/05/2018 at 10:00am** .

Opening of the bids will take place immediately thereafter, at the boardroom in the presence of the bidder’s representatives who choose to attend.

DIRECTOR SUPPLY CHAIN MANAGEMENT SERVICE.

For: COUNTY SECRETARY.

FORM OF BID

To:
The Chief Officer
Department Transport, Energy & Public Works
P.O Box 701
OL KALOU

CONTRACT FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF LED SOLAR STREET LIGHTS IN NYANDRUA COUNTY FOR THE FINANCIAL YEAR 2017/2018.

TENDER NO:

1. In accordance with the Instructions to Tenderers, Conditions of Contract, Specifications and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of:

Kshs..... *[Amount in figures]*

Kenya
Shillings.....

.....
[Amount in words]

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender **for a period of 120 days from the date of tender opening**, and shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of20.....

Signaturein the capacity of

duly authorized to sign tenders for and on behalf of:

.....[*Name of Tenderer*]

of.....[*Address of Tenderer*]

PIN No.

VAT CERTIFICATE No.

Witness: Name

Address

Signature

(ii)

SECTION A

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

1.0 General

1.1 The Employer as defined in the Appendix to Conditions of Contract invites Tenders for the supply Contract as described in the Tender Documents.

1.2 Mandatory requirements

1.2.1 Tenderers shall include the following information and documents with their Tenders, unless otherwise stated:

- (a) Attach copy of Tax Compliance Certificate from Kenya Revenue Authority (KRA)
- (b) Attach copy of PIN/VAT certificate
- (c) Attach copy of certificate of incorporation
- (d) Attach copy of Valid single business permit (2018)
- (e) Compliance with all the technical specifications in the attached standard tender document. `

1.3 The Tenderer shall bear all costs associated with the preparation and submission of the Tender.

2.1 Eligible Tenderers

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 The tender documents will be accessed **FREE OF CHARGE** from the Nyandarua County Website.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance to 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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form

- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) 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 link 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 email 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 2.1.2 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 2.2.1 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 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 Tenderer'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 120 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 its 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;

- (a) 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.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) 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) a detailed description of the essential technical and performance characteristic of the goods;
- (b) 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
- (c) 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

1.2

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 and attached to the tender document.

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 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 2.27
- Or
- (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for **120** 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 Procuring entity shall prepare and upload the tender document at the **county website**.
- 2.16.2 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 initialled by the person or persons signing the tender.

2.17 Sealing and Marking of Tender

- 2.17.1 The tender shall
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders.
- 2.17.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.3 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

1.3 Deadline for Submission of Tenders

- 2.18.1 Tenders must be submitted not later than(as per the advertisement)
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, 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

2.19 Modification and Withdrawal of Tenders

1.4

- 2.19.1 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 prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. 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.

- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 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, pursuant to paragraph 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 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.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders at the specified date and time.
- 2.20.2 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 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.
- 2.21.2 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.

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the 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.
- 2.22.5 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.

2.23 Conversion to Single Currency

- 2.23.1 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.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 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.

2.25 Preference

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

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 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.
- 2.26.2 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.

2.27 Award of Contract

(a) Post-qualification

2.27.1 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.

2.27.2 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, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 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

2.27.4 The Procuring entity will award the contract to the successful tenderer 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.

(c) Procuring entity's Right to Vary Quantities

2.27.5 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

2.27.6 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

2.28 Notification of Award

2.28.1 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.

- 2.28.2 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
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 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.
- 2.29.2 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.
- 2.29.3 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.

2.30 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;
- (i) "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.

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EVALUATION CRITERIA (MANDATORY)

NO	MANDATORY REQUIREMENTS	REMARKS	
1.	Bidders shall prepare and submit two copies (All are Mandatory) “ORIGINAL BID” and “Copy BID”.	Yes	No
2.	COPY OF Valid certificate of Incorporation/Registration	Yes	No
3.	Provide Relevant NCA certificate	Yes	No
4.	ERC registration certificate	Yes	No
5.	Proof of similar works carried out in the last three years	Yes	No
6.	Copy of Current Valid Tax Compliance Certificate	Yes	No
7.	Form of Bid duly completed, signed, stamped and witnessed.	Yes	No
8.	Price schedule duly completed (bidder must fill on the provided Price schedule as a mandatory requirement for uniformity during evaluation	Yes	No
9.	Confidential Business Questionnaire duly filled	Yes	No
10.	Must disclose the source / origin of the goods to be supplied	Yes	No

11.	Declaration of having / not having any past or current litigation or arbitration proceedings in which the Bidder is/was involved as one of the parties.	Yes	No
12.	Audited Accounts for the last two years	Yes	No
13.	Manufacturer's authorization form. NB : To be submitted on manufacturer's letter head	Yes	No

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SECTION B

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contract Documents

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

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

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3. Employer's Representative's Decisions

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

4. Works, Language and Law of Contract

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

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

5. Safety, Temporary works and Discoveries

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

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

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

6. Work Programme and Sub-contracting

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

The site

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

8. Instructions

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

9. Extension of Completion Date

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.
- 9.2 For the purposes of this Clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this Clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

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- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

10. Management Meetings

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

11. Defects

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

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- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12. Bills of Quantities/Schedule of Rates

- 12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13. Variations

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

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14. Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed herebelow (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- (i) Advance payment **NIL** (*percent of Contract Price, [after Contract execution] to be inserted by the Employer*).
 - (ii) First stage (*define stage*) **AS PER PROGRESS**
 - (iii) Second stage (*define stage*) **AS PER PROGRESS**
 - (iv) Third stage (*define stage*) **AS PER PROGRESS**
 - (v) After defects liability period.
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.
- 14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

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

15. Insurance

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

16. Liquidated Damages

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

17. Completion and Taking Over

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

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

18. Termination

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

- (a) the Contractor **stops Work for 30 days** continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is **declared bankrupt** or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in Sub-Clauses 14.2 and 14.3 hereabove.

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

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

19. Payment Upon Termination

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

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

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

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not:

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

21. Settlement of Disputes

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

APPENDIX TO CONDITIONS OF CONTRACT.

THE EMPLOYER IS

Name:

County Government of Nyandarua

**Represented by: The Chief Officer
Department Of Transport, Energy & Public Works**

The name (and identification number) of the Contract is **CONTRACT FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF LED SOLAR STREET LIGHTS IN NYANDARUA COUNTY FOR THE FINANCIAL YEAR 2017/2018.**

TENDER NO:

The Contract Works consist of **Supply, installation, Testing and Commissioning of Solar street lighting**

The Start Date shall be **as per the Contract Agreement**

The Intended Completion Date for the whole of the Works shall be **as per the Contract Agreement**

The following documents also form part of the Contract:

1. **Agreement-** Agreement as per the Contract Agreement signed between the **Contractor** and **client**
2. **Letter of Acceptance-** Letter addressed to the Contractor by the client
3. **Contractors Tender-** The completed tendering document submitted by the Contractor to the employer
4. **Conditions of Contract-** Refers to the Conditions of Contract in the main works
5. **Specifications-** Specifications of Contract works as described in this document
6. **Bills of quantities/Schedule of Unit Rates-** As described in this document

The Site Possession Date shall be **as per the Contract Agreement**

The Site is located at **Various Sub-Counties, Nyandarua County.**

The Defects Liability Period is **6 Months from practical completion date.**

The name and Address of the Employer's representative for the purposes of submission of tenders

is **The Chief Officer, Department Of Energy, Transport & Public Works P.O Box 701**

Olkalou.

The tender opening date and time is **as per advertisement notice**

The amount of performance security is **5 percent** bank guarantee of the Tender Sum.

Liquidated and Ascertained damages: **0.01% of Contract Price per Day to a limit of 1% of Contract Price.**

Period of honouring certificate : **30 days**

Percentage of certified value retained: **10%**

Limit of certified value retained : **5%**

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SECTION C

**GENERAL SPECIFICATION
OF
MATERIALS AND WORKS**

GENERAL AND TECHNICAL SPECIFICATIONS

1.5	CLAUSE	DESCRIPTION
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1.02		Setting to work and Regulating Systems
1.03		Setting to work and regulating system
1.04		Bond for solar system
1.05		Identification of plant and Components
1.06		Record Drawings
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1.08		Quality materials
1.09		Training
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1.11		Patent rights
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2.02		Battery bank
2.03		Solar panel
2.04		LED Light
2.05		Cables
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2.10		Temperatures
2.11		Cleanliness
2.12		Power output from panels
2.13		Controller

PART 3

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

C1**PART 1****1.01 REGULATIONS**

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

- The Kenya Power and Lighting Company Limited Bye-Laws.
- The current edition of the “Regulations for the Electric Equipment of Buildings” issued by the Institution of Electrical Engineers.
- The requirements of the Chief Inspector of Factories for the Kenya Government.
- Kenya Bureau of Standards (KEBS) Standard Specifications and Codes of Practice, or other equal and approved standard specifications and codes.
- The Bye-Laws of the Local Authority.
- Any other regulations applicable to Electric and Electronic Installations or Communications systems in Kenya.
- The Employer’s Safety Regulations.

1.02 POSITION OF SERVICES AND EQUIPMENT

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

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

1.03 SETTING TO WORK AND REGULATING SYSTEMS

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

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

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

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

1.04 BOND FOR SOLAR SYSTEM WITH PROVISIONAL TYPE APPROVAL

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

1.05 IDENTIFICATION OF PLANT AND COMPONENTS

The contractor shall supply and install identification labels to all plant and to all switches and items of control equipment with, where no excessive heating is involved, white Traffolyte or equal labels engraved in block lettering denoting the name/function and/or section controlled. Where heating is likely to distort Traffolyte, approved alluminium labels with stamped or engraved lettering shall be used.

The labels shall be mounted on equipment and in most suitable positions. They shall be in English or in internationally understood symbols capable of being read without difficulty. The labels shall conform to descriptions used on record drawing. Details of the lettering of the labels and the method of mounts or supporting shall be forwarded to the P.M. for approval prior to manufacture.

1.06 **WORKING DRAWINGS**

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

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

1.07 **RECORD DRAWINGS**

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

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

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

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

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

1.08 **TESTS**

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

1.09 **QUALITY OF MATERIALS**

Materials and apparatus required for the complete installation as called for in the specifications or Contract Drawings shall be supplied by the contractor unless specified otherwise.

Unless otherwise specified all materials (including equipment, fittings, cables) shall be new, of the best quality and approved origin.

1.10 TRAINING

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

1.11 EQUIPMENT GUARANTEE

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

1.12 PATENT RIGHTS

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

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PART 2

2.00 TECHNICAL SPECIFICATIONS

2.01 Minimum requirements

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

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

2.02 Battery

The battery shall be rated 12V and charge capacity as specified in the bills of quantities. The battery shall be of long lasting maintenance free capable of a 3-year optimal operation with little or no change of Electrolyte.

The battery should meet the following minimum requirements.

- a) Minimum 3 years manufacturer warranty and 10-year floating design life.
- b) CW-M-109 anti-corrosive sealant
- c) Nano –Scale gel ensuring electrolyte is environmentally friendly.

2.03 Solar panel

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

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

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

- 1) Standard size.....100W – 200W
Medium.....45W – 100W

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

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

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

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

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

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The solar panel should meet the following minimum requirements.

- a) Minimum 10-year manufacturer of 90% minimal rated power output with working life of more than 25 years.
- b) Anodized aluminium alloy frame,
- c) temperature tolerance -40 - 85⁰C,
- d) CE.
- e) STC irradiance 1000w/m², cell temperature 25⁰ centigrade.
- f) Wattage 120W polycrystalline

2.04 LED light

The lamps shall be patented all in one design 60watts/40watts LED (Light emitting diode) street light. The LED light shall have the following features

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

The LED light should meet the following minimum requirements.

- a) Utilize renowned LED chip brands using a minimum of 30 chips.
- b) Manufacturer on life span to exceed 50,000 hour/5years.
- c) Anti-bird shape.
- d) 5000-7000K colour temperature
- e) 60W 12V, LED's
- f) IP 65

2.05 Cables

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

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

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

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2.07 Solar radiation

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

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

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

2.08 Shading

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

2.09 Mismatch

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

2.10 Temperatures

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

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

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

2.11 Cleanliness

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

2.12 Power output from panels

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

2.13 Controller

The controller should meet the following minimum requirements.

- a) Manufacturer warranty of minimum 3 years with a 6-year working life.
- b) Ambient light sensors, automatically tracing solar panel max charging current.
- c) IP 68 waterproofing with external temperatures sensors (working temperature -35 to +60)
- d) 12V/24v, 20Amppt water proof

C7

2.14 PV bracket, Lamp pole and Ancillary equipment.

The equipment should meet the following minimum requirements.

- a) Minimum Manufacturer warranty of 10 years with a working life 25 year.
- b) Anti-rust Q235 steel pole hot dip galvanised surface treatment along with additional polyester powder coating minimum 3.0mm thickness.
- c) Compliant with IEC 60598 public lighting safety requirements

- d) Anti-toppling foundation pole with ability to resist wind speeds exceeding 100 km/hr.
- e) High visibility anti-accident reflector painting on poles base.
- f) Provision for battery to be mounted at a substantial height.
- g) A specialized security system individual to each installation preventing theft of components.
- h) 9.0m(as specified in the B.Q.)

C8

PARTICULAR SPECIFICATIONS

3.10 Site location

The site of the proposed works is located at various sub-counties in Nyandarua County.

3.11 Scope of the works

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

- i) Installation of Batteries in a special enclosure
- ii) Installation of Solar Panels on top of the pole
- iii) Linking the panel with the Battery Bank by suitable sized cables.

3.12 Climatic conditions

Mean Maximum Temperatures°c

Mean Minimum Temperature°c

Range of Relative humidity%

Salt in the atmosphere%

Altitude above sea level.....m

Latitude /Longitude°’S/.....°’E

Solar Radiation,(month) Mean Max Langleys

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

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

3.13 Specifications data

Item	Description	Eng.	Tenderer
1	Make/model of panel		
2	Make/model of battery		
3	Capacity of the battery(AH)		
4	Spare parts availability in Kenya		
5	Ambient temperature for operation		
6	Air conditioning requirement		
7	Guarantee period		
8	Delivery period(WKS)		

SECTION F

SCHEDULE OF UNIT RATES

SCHEDULE OF UNIT RATES

1. The tenderer shall insert unit rates against the items in the following schedules and may add such other items as he considers appropriate.
2. The unit rates shall include for supply, transport, insurance, delivery to site, storage as necessary, assembling, cleaning, installing, connecting, profit and maintenance in defects liability and any other obligation under this contract.
3. The unit rates will be used to assess the value of additions or omissions arising from authorised variations to the contract works.
4. Where trade names or manufacturer's catalogue numbers are mentioned in the specification, the reference is intended as a guide to the type of article or quality of material required. Alternative brands of **equal** and **approved** quality will be accepted.
5. The prices quoted shall be deemed to include for all obligations under the contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including **16% V.A.T and 3 % Withholding tax**).

SCHEDULE OF UNIT RATES

No	Description	ty	Unit	Rate	
				Kshs	Cts
1	LED flood lights				
	i. 40W	1	No.		
	ii. 60W	1	No.		
	iii. 70W	1	No.		
	iv. 90W	1	No.		
	v. 120W				
2	<u>Solar panels</u>	1	No.		
	i) 100W	1	No.		
	ii) 120W	1	No.		
	iii) 180W				
3	solar battery				
	I. 100AH				
	II. 150AH	1	No.		
	III. 180AH	1	No.		
	IV. 200AH	1	No.		
		1	No.		
4	Lamp Post				
	10m Galvanised	1	Item		
	9m Galvanised	1	Item		
	8m Galvanised	1	Item		
	7m Galvanised	1	Item		
	6m Galvanised	1	Item		
	<u>Cables</u>				
	PVC Single core copper cables.	1	LM		
	(i) 2.5sq mm	1	LM		
	(ii) 4.0sq mm	1	LM		
	(iii)6.0sq mm	1	LM		
	(iv)10.0sq mm				

SECTION G

BILLS OF QUANTITIES

NOTES FOR BILLS OF QUANTITIES

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings(if provided) and general specifications of materials and works.
2. The prices quoted shall be deemed to include for all obligations under the contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including **16% V.A.T and 3 % Withholding tax**).
- 3 All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part.
4. The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere to. Otherwise alternative brands of **equal** and **approved** quality will be accepted.

Should the contractor install any material not specified here in before receiving **approval** from the Project Manager, the sub-contractor shall remove the material in question and, **at his own cost**, install the proper material.

5. The grand total of prices in the bills of quantities**must**be carried forward to the **Form of Tender**.

Statement of Compliance

- a) I confirm compliance of all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.
- b) I confirm I have not made and will not make any payment to any person, who can be perceived as an inducement to win this tender.

Signed:*for and on behalf of the Tenderer*

Date:

Official Rubber Stamp:

SCHEDULE No.1

BILLS OF QUANTITIES FOR THE 9M HIGH LIGHTS

Item No.	DESCRIPTION	QTY	UNIT	Rate	Total
				Kshs.	Kshs
	Supply, deliver, install and set to work the following:-				
1	120W polycrystalline solar panel as described in the specifications	2.	No		
2	60W LED flood light as described in the specifications	1	No		
3	200AH-12V solar gel battery complete with a Panel bracket as described in the specifications	1.	No		
4	Battery box as described in the specifications	1	No		
5	12V /20A, Automatic Charge and Load controller with LED Indicators showing operation status.	1	No		
6	9.0m pole, hot dipped galvanized (inside & outside as per BSEN ISO 1461 steel pole with additional polyester coating. 6mm thick, top plate diameter of 85mm and root diameter of 247mm with a reflective paint at the bottom.	1.	No		
7	Foundation kit, 1200mm deep with a radius of 450mm. casted with class 20 concrete reinforced with 100kg of steel work per cm ³ of concrete. The pole to be anchored with 4No. 20mm diameter J – bolt.	1	Item		
8	Extension arm, 60mm diameter and 1100mm long	1	No		
9	2.5 mm ² T/earth copper cable	30	LM		
10	Excavation of the hole assembling the foundation kit and concreting	60.	CM		
11	Allow for labelling the lighting columns	1	ITEM		
Grand total for 1No. Light					
TOTAL FOR 65No 9M HIGH Lights Carried to summary					

SUMMARY		
Item	Description	AMOUNT (KSHS.)
1	Total From Schedule NO1.	
2	Allow for Project management	100,000
3	Allow for Contingencies	300,000
GRAND Total		

Amount in words

.....

Tenderer's name and Address

Signature

Official stamp

Witness' name

Signature

Date

SECTION H
TECHNICAL SCHEDULE
OF
ITEMS TO BE SUPPLIED

TECHNICAL SCHEDULE

The technical schedule shall be submitted by tenderers to facilitate and enable the Project Manager to evaluate the tenders, especially where the tenderer intends to supply or has based his tender sum on equipment which differs in manufacture, type or performance from the specifications indicated by the Project Manager.

Any tender without this shall be disqualified.

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TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED
(To be completed by Tenderer)

Item	Description	Type/Make	Country of origin
1.	Solar lighting panel		
2.	Gel battery		
3.	Led street light		
4.	Controller		
5.	PV bracket		
6.	9M lamp pole		
7.	Control Pillar		

SECTION I

STANDARD FORMS

List of Standard Forms

1. Form of Invitation for Tenders
2. Letter of Acceptance
3. Form of Agreement
4. Form of Tender Security
5. Performance Bank Guarantee
6. Performance Bond
7. Bank Guarantee for Advance Payment
8. Qualification Information
9. Tender Questionnaire
10. Confidential Business Questionnaire
11. Details of Sub-Contractors
12. Request for Review Form
13. Self Declaration

NOTE:

Tenderers must duly fill these Standard Forms as a mandatory requirement as they will form part the evaluation criteria.

FORM OF INVITATION FOR TENDERS

To: _____

Dear Sirs:

Reference: _____ [Contract Name]

You have been prequalified to tender for the above project.

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

A complete set of tender documents may be purchased by you from

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

Upon payment of a non-refundable fee of Kshs _____

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

[address and location]

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

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

Yours faithfully,

_____ *Authorised Signature*

_____ *Name and Title*

LETTER OF ACCEPTANCE
[Letterhead paper of the Employer]

_____ [date]

To: _____
[Name of the Contractor]

[Address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____

for the execution of _____

[name of the Contract and identification number, as given in the Tender documents] for the

Contract Price of Kshs. _____ [amount in figures][Kenya

Shillings _____ (amount in words)] in accordance with the

Instructions to Tenderers is hereby accepted.

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

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

FORM OF TENDER SECURITY

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

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

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

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

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

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

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

—

_____ [date]

_____ [signature of the Bank]

_____ [witness]

_____ [seal]

PERFORMANCE BANK GUARANTEE

To: _____(Name of Employer) _____(Date)
_____ (Address of Employer)

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BOND

By this Bond, We _____ of (or whose registered office is situated at] _____
as Principal (hereinafter called “the Contractor”) and _____
_____ of [or whose registered office is situated
at] _____
as Surety (hereinafter called “the Surety”), are held and firmly bound unto
_____ of [or
whose registered office is situated
at] _____
as Oblige (hereinafter called “the Employer”) in the amount of
Kshs. _____ [amount of Bond in figures] Kenya Shillings

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

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

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

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

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

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

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

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

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

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

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

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

SIGNED ON _____ SIGNED ON _____

On behalf of _____ On behalf of _____
[name of Contractor] *[name of Surety]*

By _____ By _____

In the capacity of _____ In the capacity of _____

In the presence of; Name _____ In the presence of;Name _____

Address _____ Address _____

Signature _____ Signature _____

Date _____ Date _____

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

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

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

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

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

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

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

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Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

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

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

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

Year	Volume	
	Currency	Value

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

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

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

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

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

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

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

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

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

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

2 Joint Ventures

2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner of the joint venture.

2.1 The information required in 1.11 above shall be provided for the joint venture.

2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;

.....

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

.....

3. Telephone number (s) of tenderer;

.....

4. Telex of tenderer;

.....

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

.....

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

.....

.....

Signature of Tenderer

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

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

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

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

.....

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

.....

.....

(2) Portion of Works to sublet:

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

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

.....
.....

[Signature of Tenderer)

Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

MANUFACTURER'S AUTHORIZATION FORM

(To Be Submitted On Manufacturer's Letterhead)

To:

The Chief Officer
Department of Transport, Energy &
Public Works
P.O. Box 701
Ol'kalou

WHEREAS WE (*name of the manufacturer*) who are established and reputable manufacturers of
(*name and description of the goods*) having factories at (*full address and physical location of factory where goods to be supplied are manufactured*) do hereby confirm that
(*name and address of Supplier*) is authorized by us to transact in the goods required against your Tender (*insert reference number and name of the Tender*) in respect of the above goods manufactured by us.

DATED THIS..... DAY OF.....20.....

Signature of duly authorised person for and on behalf of the Manufacturer.

Name and Capacity of duly authorised person signing on behalf of the Manufacturer

NOTES TO TENDERERS AND MANUFACTURERS

Only a competent person in the service of the Manufacturer should sign this letter of authority.