

TURKANA COUNTY GOVERNMENT



**MINISTRY OF NATURAL RESOURCE AND CLIMATE
CHANGE.**



DIRECTORATE OF ENERGY AND PETROLEUM PRODUCTION

**PROPOSED SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF SOLAR
POWERED HIGHMAST AT LOKICHOGGIO TOWN, FY 2026/2027.**

TENDER NO: TCG/EPM/2419132/2026/2027

AUGUST, 2026

Prepared by:

**DIRECTORATE OF ENERGY AND PETROLEUM PRODUCTION,
MINISTRY OF NATURAL RESOURCES AND CLIMATE CHANGE.
P.O BOX 11-30500,
LODWAR**

LETTER OF INVITATION TO TENDER.

TENDER No: TCG/EPM/2419132/2026/2027

The COUNTY DEPARTMENT OF ENERGY, MINING AND PETROLEUM invites tenders For Supply, Installation, Testing and Commissioning of Solar Powered Highmast at Lokichoggio Town for Turkana County Government FY 2026/2027 whose specifications are detailed in the Tender Document. Interested eligible bidders may submit bids of the Tender through procurement IFMIS portal.

Please note that:-

1. Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for at least (90) days from the closing date of the tender.
2. Bids must be accompanied by a bid security in the form and amount specified in the Tender Documents. The bid security must be valid for a period of 120 days from the date of tender opening.
3. Bidders must submit a proposed Works Programme, failure to which the tender will be non-responsive. Please note that the Contract period will be 12 weeks.
4. Bidders **MUST** comply with Section A (Instructions to Tenderers) of the Tender Documents.
5. Completed tender document should be submitted through procurement IFMIS PORTAL in folder form indicating Company name
6. Turkana County Government reserves the right to accept or reject in part or in whole any tender without giving reasons.

**THE COUNTY CHIEF OFFICER,
TURKANA COUNTY
P.O BOX 11-30500,
LODWAR.**

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
Contents.....	(i)
Definitions.....	(ii)
Form of Tender.....	(iii)
Form of Tender Security.....	(iv)
Form of Agreement	(v)– (vi)
Electronic Funds Transfer.....	(vii)
SECTION A: Instructions to Tenderers.....	A/1--A/20
SECTION B: Conditions of Contract.....	B/1--B/27
SECTION C: Contract Preliminaries and General Conditions.....	C/1--C/26
SECTION D: Particular Specifications of Materials and Works.....	D/1--D/21
SECTION E: Schedule of Contract Drawings.....	E/1
SECTION F: Technical Specifications.....	F/1—F/10
SECTION G: Bills of Quantities.....	G/1- G/185
SECTION H: Standard Forms.....	H/1--H/12

DEFINATIONS

The following terms and expressions used in the contract document shall have the following meaning:

The Employer: Turkana County Government
Represented by:

The County Secretary
TURKANA COUNTY

Engineer: Directorate of Energy and Petroleum
County Department of Environment, Energy, Natural Resources,
Climate Change and Mineral resources
P.O Box 11-30500,
LODWAR

Employer's Representative: this shall mean the Project
Manager and shall be
County Chief Officer,
County Department of Energy, Mining and Petroleum.
P.O Box 11-30500,
LODWAR

Contractor: The firm appointed to carry out
Solar Street lighting supply and installation works

Site Location: The site of the contract works are situated at Lokichoggio Town,
Lokichoggio Ward, Lokichoggio Sub-county, Turkana County

FORM OF TENDER

**TO: COUNTY CHIEF OFFICER,
TURKANA COUNTY,
P.O BOX 11-30500,
LODWAR.**

**TENDER NO: FOR PROPOSED SUPPLY, INSTALLATION, TESTING
AND COMMISSIONING OF SOLAR POWERED HIGHMAST AT LOKICHOGGIO
TOWN, LOKICHOGGIO WARD, LOKICHOGGIO SUB-COUNTY FY 2026/2027.
TURKANA COUNTY**

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 supply, install and complete such Works and remedy any defects therein for the sum of:
- Kshs..... *[Amount in figures]*
Kenya Shillings.....
.....
..... *[Amount in words]*

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

2. 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.
3. 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.
4. 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

FORM OF TENDER SECURITY

WHEREAS..... (herein after called “the Tenderer”)
has submitted his tender dated.....for the Supply, Installation
and maintenance 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 bind itself, its successors and assigns by these presents
sealed with the Common Seal of the said Bank thisDay of
.....20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender
Validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of this 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; or
 - c) rejects a correction of an arithmetic error in the tender

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

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

[Date]

[Signature of the Bank]

[Witness]

[Seal]

FORM OF AGREEMENT

THIS AGREEMENT, made theday of.....20.....

Between **TURKANA COUNTY GOVERNMENT** of **P.O. Box 11-30500 LODWAR**

[hereafter called “the Employer” and

..... of

.....

[hereinafter called “the Contractor”] of the other part.

WHEREAS THE Employer is desirous that the Contractor executes:

The Supply, Installation, Testing and Commissioning of Solar Powered Highmast at Lokichoggio Town, Lokichoggio Ward, Lokichoggio Sub-county (hereafter called “the works”) Located in **Turkana County** and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract price of Kshs.....{Amount in figures} **(Kenya Shillings Only)** {Amount in words} (hereinafter called the “Contract Price”)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance / Letter of acknowledgement
 - (ii) Form of Tender and Appendix to Form of Tender
 - (iii) Conditions of Contract Part 1
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects herein, the Contract Price or such other sum as may become payable under the provision of the Contract at the times and in the manner prescribed by the Contract.

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

The common Seal of **TURKANA COUNTY GOVERNMENT**

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said

**COUNTY CHIEF OFFICER
TURKANA COUNTY GOVERNMENT**

Binding Signature of Employer
Signature Date

Binding Signature of Contractor
Name Signature Date

In the presence of [i] Name
Address.....
Signature.....
Date.....

[ii] Name
Address.....
Signature.....
Date.....

ELECTRONIC FUNDS TRANSFER

The bidder shall provide the following information as per Central bank of Kenya (CBK) directive.

Name of Contactor.....

Address.....

Site/Location of Business.....

Registration certificate number.....

Contact Person.....

Contact Phone.....

Bank account of Contractor.....

Bank Name.....

Bank Branch Name.....

Bank Branch Code.....

Pin Number (Tax)

VAT No (Tax)

Tax Compliance Certificate.....

SECTION A

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

TABLE OF CLAUSES

CLAUSE NUMBERS	<u>DESCRIPTION</u>	PAGE
	<u>GENERAL</u>	
1.	Definitions	A-1
2.	Eligibility and Qualification Requirements	A-1/A-3
3.	Cost of Tendering	A-3
4.	Site Visit	A-3
	TENDER DOCUMENTS	
5.	Tender Documents	A-3/A-4
6.	Inquiries by Tenderers.....	A-4
7.	Amendments of Tender Documents	A-5
	PREPARATION OF TENDER	
8.	Language of Tender	A-5
9.	Documents Comprising the Tender	A-5
10.	Tender Prices	A-6/A-7
11.	Currencies of Tender and Payment	A-7
12.	Tender Validity	A-7
13.	Tender Security	A-8
14.	No Alternative Offers	A-8
15.	Pre-tender meeting	A-9
16.	Format and Signing of Tenders	A-10
	SUBMISSION OF TENDERS	
17.	Saving and upload of Tenders	A-10
18.	Deadline and Submission of Tenders	A-10/A-11
19.	Modification and Withdrawal of Tenders	A-11
	TENDER SCORING AND EVALUATION	
20.	Tender Scoring	A-11/A-12
21.	Process to be Confidential	A-12
22.	Clarification of Tenders	A-12
23.	Determination of Responsiveness	A-12/A-13
24.	Correction of Errors	A-13
25.	Conversion to Single Currency	A-13
26.	Evaluation and Comparison of Tenders	A-14

AWARD OF CONTRACT

28.	Award Criteria	A-15
29.	Notification of Award and signing of Contract	A-15
30.	Performance Guarantee	A-16
31.	Advance Payment	A-16
32.	Corruption and Fraudulent Practices	A-16
	Appendix to Instructions to Tenderers	A-17/A-20

INSTRUCTION TO TENDERERS

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

GENERAL

1. Definitions

- (a) **“Tenderer”** means any person or persons partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- (b) **“Approved tenderer”** means the tenderer who is approved by the Employer.
- (c) Any noun or adjective derived from the word **“tender”** shall be read and construed to mean the corresponding form of the noun or adjective **“bid”**. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid.”
- (d) **“Employer”** means a Central Government Ministry, County Government, Local Authority, State Corporation or any other Public Institution.

2. Eligibility and Qualification Requirements

- 2.1 This invitation to tender is open to all tenderers who are eligible as stated in the appendix.
- 2.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.3 To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during prequalification:-
 - (a) Details of experience and past performance of the tenderer on the works of a similar nature within the past five years and details of current work on hand and other contractual commitments.
 - (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.

- (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.
- (d) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.
- (e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.
- (f) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

2.4 Joint Ventures

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

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.
- (b) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

3. Cost of Tendering

- 3.1 The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

4. Site Visit

- 4.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.
- 4.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and land for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.
- 4.3 The Employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site.

Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

Each tenderer shall complete the Certificate of Tenderer's Visit to the Site, whether he/she visits the Site at the time of the organized site visit or by himself at some other time.

5. Tender Documents

- 5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.
 - a. Form of Invitation for Tenders
 - b. Instructions to Tenderers

- c. Form of Tender
- d. Appendix to Form of Tender
- e. Form of Tender Surety
- f. Statement of Foreign Currency Requirements
- g. Form of Performance Security
- h. Form of Agreement
- i. Form of Advance payment Bank Guarantee
- j. Schedules of Supplementary Information
- k. General Conditions of Contract – Part I
- l. Conditions of Particular Application – Part II
- m. Specifications
- n. Bills of Quantities
- o. Drawings
- p. Declaration Form

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

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

6. Inquiries by tenderers

- 6.1 A tenderer making inquiries relating to the tender documents may notify the Employer in writing or by telex, e-mails, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.
- 6.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 6.3 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

7. Amendment of Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing addendum.
- 7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.
- 7.3 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

PREPARATION OF TENDERS

8. Language of Tender

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

9. Documents Comprising the Tender

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

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

10. Tender Prices

- 10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.
- 10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

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

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

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

- 10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.
- 10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of unit rates for the supply of items listed in the Conditions of Contract clause 47 where appropriate.

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

11. Currencies of Tender and Payment

- 11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.
- 11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.
- 11.3 The rate or rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.
- 11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

12. Tender Validity

- 12.1 The tender shall remain valid and open for acceptance for a period of sixty (60) days from the specified date of tender scoring or from the extended date of tender scoring (in accordance with clause 7.4 here above) whichever is the later.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, e-mail telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13. Tender Security

- 13.1 The tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.
- 13.2 The tender security shall not exceed 2 percent of the tender price.
- 13.3 The tender security shall be valid for at least thirty (30) days beyond the tender validity period.

The format of the Surety shall be in accordance with the sample form of Tender Surety included in these tender documents; other formats may be permitted subject to the prior approval of the Employer. The Tender Surety shall be valid for thirty (30) days beyond the tender validity period.
- 13.4 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.
- 13.5 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible as but not later than fourteen (14) days after concluding the Contract execution and after a Performance Security has been furnished by the successful tenderer. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.
- 13.6 The Tender Surety may be forfeited:
 - (a) if a tenderer withdraws his tender during the period of tender validity: or
 - (b) in the case of a successful tenderer, if he fails
 - (i) to sign the Agreement, or
 - (ii) to furnish the necessary Performance Security
 - (c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

14. No Alternative Offers

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

Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture.
- 14.2 The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he/she shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price.

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

15. Pre-Tender Meeting

- 15.1** If a pre tender meeting is convened the tenderer's designated representative is invited to attend a pre-tender meeting, which if convened, will take place at the venue and time stated in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 15.2** The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:
- (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in —Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.
 - (b) Non-attendance at the pre-tender meeting will not be cause for disqualification of a bidder.

16. Format and Signing of Tenders

- 16.1 The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set “SOFT COPY” and the other “HARDCOPY”.
- 16.2 The copy of the tender and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender where amendments have been made shall be initialed by the person or persons signing the tender.
- 16.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

SUBMISSION OF TENDERS

17. Compiling and online submission

- 17.1 The tenderer shall download the tender document from the IFMIS PORTAL, fill the document and sign before scanning and uploading them to the IFMIS portal.
- 17.2 Documents should be clearly named before saving under one folder for upload.
- 17.3 The tender document shall each indicate the name and address of the tenderer.
- 17.4 If the tender document is not named and saved in one folder as instructed above, the Employer will assume no responsibility for the misplacement or premature scoring of the tender. A tender scored prematurely for this cause will be rejected by the Employer and will be deemed nonresponsive.

17 Deadline for Submission of Tenders

- 18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause 7.3, 18.2 and 18.3.
Proof of posting will not be accepted as proof of delivery and any tender submitted after the above stipulated time, from whatever cause arising will not be considered.

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

- 18.2 Any tender submitted by the tenderer after the prescribed deadline for submission of tender will not be uploaded to the IFMIS portal.

19 Modification and Withdrawal of Tenders

- 19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the prescribed deadline for submission of tenders.
- 19.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.
- 19.5 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the prior of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

TENDER SCORING

20 Tender scoring

- 20.1 The Employer will pre-score the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be scored. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender pre-scoring, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate.

(A-11)

- 20.4 The Employer shall prepare a tender scoring register and minutes of the tender scoring for documentation.

- 20.5 Tenders not scored shall not be considered further for evaluation, irrespective of the circumstances.

21 Process to be Confidential

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

22 Clarification Tenders

- 22.1 To assist in the scoring of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.
- 22.2 **No** Tenderer shall contact the Employer on any matter relating to his tender from the time of the tender scoring to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

23 Determination of Responsiveness

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

(A-12)

- 23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like.

Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.

- 23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24 Correction of Errors

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

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

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

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

25 Conversion to Single Currency

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

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

(A-13)

26 Evaluation and Comparison of Tenders

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

- 26.2 In scoring tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- Making any correction for errors pursuant to clause 24.
 - Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analysis for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 30 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.
- 26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.
- 26.7 The tender scoring committee shall evaluate the tender within 30 days of the validity period from the date of scoring the tender.
- 26.8 Persons not officially involved in the scoring of tender shall not attempt in any way to influence the scoring.
27. Preference where allowed in the scoring of tenders shall not exceed 15%

AWARD OF CONTRACT

28 Award criteria

- 28.1 Subject to clause 28.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works.
- 28.2 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

29. Notification of Award and signing of contract

- 29.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 29.2 Upon the furnishing of a Performance Security by the successful tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.
- 29.3 At the same time the employer notifies the successful tenderer that his tender has been accepted, the employer shall notify the other tenderers that their tenders have been unsuccessful.
- 29.4 Within fourteen [14] days of receipt of the form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.
- 29.5 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 29.6 A tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

30. Performance Guarantee

- 30.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.
- 30.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.
- 30.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked tenderer.

31. Advance Payment

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

32. Corrupt and fraudulent practices.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following appendix to instructions to tenders shall complement or amend the provisions of the instructions to tenderers (Section A). Wherever there is a conflict between the provisions of the instructions to tenderers and the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

1. CLAUSE 2.1

This invitation to tender is open to all tenderers as specified in the advertisement

2. OMIT

Clauses 4.3, 5.1 (d), (f), (h), (j), 10.4, 11.2, 11.4, 25, 26.6, 27

3. CLAUSE 12.1 Tender Validity

The tender validity shall be **(120) days**.

4. CLAUSE 13.1 Tender Security

Amount of Tender Security is N/A percent of the total value of the Tender sum

5. Clause 17.2

a) The name and website address of the Employer for the purposes of submission of tenders is

GOVERNMENT PROCUREMENT IFMIS PORTAL

b) **The Contract Number and name of the proposed Works is Tender No. TENDER NO:
SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF SOLAR POWERED HIGHMAST AT LOKICHOGGIO TOWN.**

.

c) The Tender involves **INSTALLATION OF ONE (1.No.) MONOPOLE SOLAR POWERED HIGHMAST.**

NOTE: For any component and battery replaced or electronic waste generated during contract implementation **MUST** be disposed safely by the contractor.

(A-17)

d) The tender scoring date and time are as per advertisement.

7. Clause 23.1

- a) Form of Tender **MUST** be duly filled and signed
- b) Bid Security **MUST** be:-
 - (i) Provided in any of the following forms:
Cash, Bank Guarantee, such insurance company guarantee as may be approved by the Authority, a letter of Credit; or
Guarantee by a deposit taking Microfinance Institution, Sacco Society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
 - (ii) Equivalent to 2% of Tender sum.
 - (iii) Valid for at least 90 days from the tender scoring date.
- c) Bidders **MUST** attach copies of:
 - (i) Certificate of Incorporation of Business
 - (ii) Valid Tax Compliance Certificate.
 - (iii) Valid Solar PV Contractor License from Energy Regulatory Commission, Kenya, CLASS V1/V2
 - (iv) EPRA T1/T2/T3 Licensed Technician
- e) Tender questionnaire **MUST** be duly filled and signed
- f) Confidential Business Questionnaire **MUST** be duly filled and signed
- g) Declaration form **MUST** be duly filled and signed
- h) A proposed Works Programme **MUST** be provided

8. ADD TO CLAUSE 26.3

- a) The detailed specifications for LED lamp **MUST** meet the minimum specifications stated in Section F of the tender document. Any tender not meeting these minimum specifications will be disqualified.
- b) The detailed specifications for polycrystalline solar modules **MUST** meet the minimum specifications stated in Section F of the tender document. Any tender not meeting these minimum specifications will be disqualified
- c) The detailed specifications for Solar accumulators (Batteries) **MUST** meet the minimum specifications stated in Section F of the tender document. Any tender not meeting these minimum specifications will be disqualified
- e) The detailed specifications for Charge Controllers **MUST** meet the minimum specifications stated in Section F of the tender document. Any tender not meeting these minimum specifications will be disqualified

NOTE: Manufacturer shall sign and stamp all the above mentioned detailed Technical specifications on the Manufacturer's Letterhead.

9. ADD TO CLAUSE 24

- a) In the event of a discrepancy between the tender amount as stated in the form of Tender and the corrected tender figure in the Main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail
- b) The Error correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected contract works (i.e. corrected tender sum less P.C; and Provisional Sums).
- c) The Error correction factor shall be applied to all contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

1. PRELIMINARY/MANDATORY EVALUATION

- a) Form of Tender **MUST** be duly filled and signed
b) Bidders **MUST** attach copies of:

No	Requirement	YES/NO
1	Copy of Certificate of Incorporation/Registration	
2.	Copy of Valid Tax Compliance Certificate of the bidding Company (will be verified through KRA TCC Checker)	
3	Copy of e- Tims registration acknowledgement receipt from KRA.	
4.	Valid business permit from Turkana County or any other County Government in Kenya	
5	Copy of CR 12 or Copy of ID for Sole proprietors	
6	Tender security of Kshs 100,000 (Kenya Shillings one hundred thousand) in form of a bank guarantee from a bank licensed and operating in Kenya or another bank recognized by the Central Bank of Kenya. Tender security from an insurance company duly recognized by the Insurance Regulatory Authority and listed in the Public Procurement Regulatory Authority of Kenya (PPRA) website is also acceptable. The tender security shall be in the format provided in the tender document.	
7	Solar PV Technician license T1/T2/T3 OR NCA 7 Electrical category	
8	EPRA license with C1/C2	

TECHNICAL REQUIREMENTS

- a) The Technical scoring criteria will be as follows based on the information given in Section H:-

	Specifications	Requirements	Maximum Marks
1	Key Personnel	Supervisors – Qualified Supervisors must possess a relevant Degree/Diploma with at least 5 years experience in Renewable Energy, Electro-Mechanical installation works supervision with at least 3 years being in Solar PV installation. (Signed CV's by the Supervisors and copies of Academics Certificates <u>MUST</u> be submitted).	20

		Qualified Technicians must possess a relevant Diploma/Artisan with at least 5 years experience in Renewable Energy, Electro-Mechanical installation works with at least 2 years being in Solar PV installation. (Signed CV's by the Technicians and copies of Certificates {Trade Test for Artisans} <u>MUST</u> be submitted).	20
2	Work schedule	A proposed Works Program (Gantt chart)- 10 mks	10
3	Contracts completed in the last five years	Number of related projects (5)No -attach completion certificate. 2mks each	10
		Value of related projects done per year 1million- 5 million- 5mks Above 5 million- 10mks	10
4	Financial reports (Certified Audited Accounts for 2 years. Year 2024 and 2025	Turnover (Equivalent to 100 % of Contract Sum)	10
		Cash flow (Positive and Equivalent to 25% of Contract Sum)	5
		8.Net Assets of Ksh 500,000	5
	Bank Statement	Provide Bank Statement for the last 6 (Six) Months. 5	5
	Credit Reference	Provide Credit Reference Letter from a Bank. Should be certified by the Bank.	5
maximum 100%			
Note. • Qualified Supervisors must possess a relevant Degree/Diploma with at least 5 years experience in Electro-Mechanical installation works supervision with at least 3 years being in Solar PV installation. (Signed CV's by the Supervisors and copies of Certificates <u>MUST</u> be submitted). • Qualified Technicians must possess a relevant Diploma/Artisan with at least 5 years experience in Electro-Mechanical installation works with at least 2 years being in Solar PV installation. (Signed CV's by the Technicians and copies of Certificates {Trade Test for Artisans} <u>MUST</u> be submitted). • Only those bids having a score of 70% and above will be considered for further evaluation			

11. Add To clause 28 Award Criteria

Award will be made to the lowest substantially responsive bidder.

12. Add To clause 30 Performance Guarantee

13. Add To clause 30 Advance Payment

There will be **NO** Advance Payment

(A-20)

SECTION B:

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

CONTENTS

CLAUSE NO.	PAGE
1. Definitions.....	B-1
2. Interpretation.....	B-3
3. Language of Law.....	B-4
4. Project Manager's Decision.....	B-4
5. Delegation.....	B-4
6. Communication.....	B-4
7. Subcontracting.....	B-4
8. Other contractors.....	B-5
9. Personnel.....	B-5
10. Works	B-5
11. Safety and Temporary Works.....	B-5
12. Discoveries.....	B-6
13. Works Program.....	B-6
14. Possession of Site	B-7
15. Access to Site	B-7
16. Instructions.....	B-7
17. Extensions of Acceleration of Completion Date.....	B-7
18. Management of Meetings.....	B-7
19. Early Warning.....	B-8
20. Defects.....	B-8
21. Bills of Quantities.....	B-9
22. Variations	B-9
23. Payment Of Certificates, Currency Of Payment And Advance Payment	B-10
24. Compensation Events	B-13
25. Price Adjustment	B-15
26. Retention	B-17
27. Liquidated Damages	B-17
28. Securities	B-17
29. Day works	B-18
30. Liability and Insurance	B-18
31. Completion And Taking Over	B-20
32. Final Account	B-20
33. Termination	B-20
34. Payment upon Termination	B-21
35. Release from Performance	B-22
36. Corrupt Gifts and Payment of Commission	B-23
37. Settlement of Disputes	B-23
Appendix to Conditions of Contract	B-26 to B-27

(i)

CONDITIONS OF CONTRACT

1.0 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.

“Compensation Events” are those defined in clause 24 hereunder

“Completion date” means the date of completion of the works as certified by the Project Manager, in accordance with Clause 31.

“The Contract” Means the agreement entered into between the Employer and the Contactor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works,

“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 Contactor to the Employer.

“The Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

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

“Defects” is any piece of work not completed in accordance with the Contract.

“The Defects Liability Certificate” is the certificate issued by project Manager upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Contract Data and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

“Dayworks” are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

“Employer” or the **“procuring entity”** as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities, Public Institutions and Corporations, etc is the party who employs the Contractor to carry out the Works.

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

“The intended completion date” is the date on which it is intended that the Contractor shall complete the works. The intended Completion Date may be revised only by the Project manager by issuing an extension of time or acceleration in the Works.

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

“Plant” is any integral part of the Works that shall have a mechanical, electrical, chemical or biological function.

“Project Manager” is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract and shall be an “Architect” or a “Quantity Surveyor registered under the Architects and Quantity Surveyors Act Cap 525 or an “Engineer” registered under Engineers Registration Act Cap 530.

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

“Site Investigation Reports” are those reports that may be included in the tendering documents which are factual and interpretative about the surface and subsurface conditions at the Site.

“Specifications” means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

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

“A 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.

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

- 2.1 In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).
- 2.3 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) Appendix to Conditions of Contract,
 - (5) Conditions of Contract,
 - (6) Specifications,
 - (7) Drawings,
 - (8) Bills of Quantities,
 - (9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the contract.

Immediately after the execution of the contract, the Project Manager shall furnish both the Employer and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project manager shall furnish the Contractor {always with a copy to the Employer) with three ({3} copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

3. Language and Law

- 3.1 Language of Contract and the law governing the Contract shall be English language and the Laws of Kenya respective unless otherwise stated.

4. Project Manager's Decisions

- 4.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Employer and the Contract in the role representing the Employer.

5. Delegation

- 5.1 The Project manager may delegate any of his duties and responsibilities to others after notifying the Contractor.

6. Communications

- 6.1 Communication between parties shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. as listed in the Appendix to Conditions of Contract and also with the Employer, as per the directions of the Project Manager. The Contractor shall also provide facilities and services for them. The employer may modify the said List of Other Contractors etc., and shall notify the Contractor of any such modification.

9. Personnel

- 9.1 The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within Seven days and has no further connection with the Work in the Contract.

10. Works

- 10.1 The Contractor shall construct and install the works in accordance with the Specifications and Drawings. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

11. Safety and Temporary Works

- 11.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.

11.2 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent works, shall be subject to prior approval by the Project Manager before they can be used.

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

12. Discoveries

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

13. Work Program

13.1 Within the time stated in the appendix to Conditions of Contract, the Contractor shall submit to the Project Manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works. An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The Project Manager's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events.

14. Possession of Site

- 14.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Appendix to Conditions of Contract, the Employer will be deemed to have delayed the start of the relevant activities, and this will be Compensation Event.

15. Access to Site

- 15.1 The Contractor shall allow the Project manager and any other person authorized by the Project Manager, 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.

16. Instructions

- 16.1 The Contractor shall carry out all instructions of the Project Manager which are in accordance with the Contract.

17. Extension of Acceleration of Completion Date

- 17.1 The Project manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date with 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a caused by such failure shall not be considered in assessing the new (extended) Completion Date.
- 17.2 No bonus for early completion of the Works shall be paid to the Contractor by the Employer

18. Management Meetings

- 18.1 A Contractor management meeting shall be held monthly and attended by the Project Manager and the Contractor. Its business shall be to review the plans for the remaining Work and to deal with matters raised in accordance with the early warning procedure. The Project manager shall record the minutes of management meetings and provide copies of the same to those attending the meeting and the Employer.

B-7

- 18.2 The responsibility of the parties for actions to be taken shall be decided by the Project manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

19. Early Warning

- 19.1 The Contractor shall warn the Project at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Works increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 19.2 The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instruction of the Project Manager.

20. Defects

- 20.1 The Project Manager 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 Project Manager may instruct the Contractor to search for a defect and to uncover and test any work that the Project manager 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.

- 2.02 The Project Manager shall give notice to the Contractor of any defects before the end of the Defect Liability Period, which begins at completion, and is defined in the Appendix to Conditions of contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 2.03 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager 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.

21. Bills of Quantities

- 21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the work to be done by the Contractor. The Contractor will be paid for the quantity of the work done at the rate in the Bills of Quantities for each item.
- 21.2 If the final quantity of the work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contractor price, the Project Manager shall adjust the rate to allow for the change.
- 21.3 If requested by the Project Manager, the Contractor shall provide the Project manager with a detailed cost breakdown of any rate in the Bills of Quantities.

22. Variations

- 22.1 All variations shall be included in updated programs produced by the Contractor.
- 22.2 The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.

- 22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the contractor shall be in the form of new rates for the relevant items of work.
- 22.4 If the Contractor's quotation is unreasonable, the Project manager may order the variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's cost
- 22.5 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the works, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 22.6 The Contractor shall not be entitled to additional payment for cost that could have been avoided by giving early warning.
- 22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.
- 23. Payment Certificates, Currency of Payments and Advance Payments**
- 23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of work executed and payable shall be determined by the Project Manager.
- 23.2 The value of work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from site without the Project Manager's instructions except for use upon the works.

- 23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amount certified by the Project Manager within reasonable time upon satisfactory completion of works and certificate of completion issued.
- 23.4 If an amount certified is increased in a later certificate as a result of an award by an Arbitrator, the Contractor shall be paid as set out in the arbitration.
- 23.5 Items of the works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services. The Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

23.7 In the event that an advance payment is granted, the following shall apply:-

- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the contract. The advance shall not be subject to retention money.
- b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
- c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the contract. It shall have been completed by the time 80% of this amount is reached.

The amount to be repaid by way of successive deductions shall be calculated by means of the formula:

$$R = \frac{A(X^1 - X^{11})}{80 - 20}$$

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X¹ = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This will exceed 20% but not exceed 80%.

B-12

X¹¹ = the amount of the previous cumulative payments as a

percentage of the original
amount of the Contract. This
figure will be below 80% but
not less than 20%.

- d) With each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

24. Compensation Events

24.1 The following issues shall constitute Compensation Events.

- a) The Employer does not give access to a part of the site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the works on time.
- d) The Project Manager instructs the contractor to uncover or to carry out additional tests upon the work, which is then found to have no defects.
- e) The Project Manager unreasonably does not approve a subcontract to be let.
- f) Ground conditions are substantially more³ adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the site investigation reports), from information available publicly and from a visual inspection of the site.
- g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional works required for safety or other reasons.

B-13

- h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

- i) The effects on the Contractor of any of the Employer's risks.
- j) The Project Manager unreasonably delays issuing a Certificate of Completion.
- k) Other compensation events described in the Contract or determined by the Project manager shall apply.

24.2 If a compensation event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

24.3 As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast cost has been provided by the Contract, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly.

If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.

24.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.

24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.

B-14

24.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

Provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.

25. Price Adjustment

- 25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.
- 25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provision in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.
- 25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified there under;
 - i) The price contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

B-15

- ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued

30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of work remaining to be executed at the date of publication of such increase or decrease.

- iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

25.4 The price contained in the Contract Bills of Materials shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

25.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.

B-16

25.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

- 25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rate.

26. Retention

- 26.1 The Employer shall retain from the payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole of the works. On Completion of the whole of the works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Project manager has certified that all defects notified to the Contractor before the end of this period have been corrected.

27. Liquidate Damages

- 27.1 The Contractor shall pay liquidated damages to the Employer at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.
- 27.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.30.

28. Securities

- 28.1 The Performance Security shall be provided to the Employer not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a reputable bank acceptable to the Employer, and denominated in Kenya shillings. The Performance Security shall be valid until a date 30 days beyond the date of issue of the Certificate of Completion.

B-17

29. Dayworks

- 29.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

29.2 All work to be paid for as Dayworks shall be recorded by the Contractor on Forms approved by the Project Manager. Each completed form shall be verified and signed by the Project manager within two days of the work being done.

29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. Liability and Insurance

30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:

- a) The risk of personal injury, death or loss of or damage to property (excluding the works, plant, materials and equipment), which are due to;
 - i) use or occupation of the site by the works or for the purpose of the works, which is the unavoidable result of the works, or
 - ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- b) The risk of damage to the works, plant, materials, and equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the works are being executed.

B-18

30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the works, plant, and materials is the Employer's risk except loss or damage due to;

- a) a defect which existed on or before the Completion Date.

- b) An event occurring before the Completion Date, which was not itself the Employer's risk.
- c) The activities of the Contractor on the Site after the Completion Date.

30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the works, plant, materials, and equipment) which are not Employer's risk are contractor's risks.

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;

- a) loss of or damage to the works, plant and materials;
- b) loss of or damage to Equipment;
- c) loss of or damage to property (except the works, plant materials, and equipment) in connection with the Contract, and
- d) Personal injury or death.

30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

30.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

B-19

31. Completion and Taking over

31.1 Upon deciding that the works are complete, the Contractor shall issue a written request to the Project Manager to issue a Certificate of Completion of the works. The Employer shall take over the site and the works within seven (7) days of the Project manager's issuing a Certificate of Completion.

32. Final Account

- 32.1 The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by the Employer under Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects 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 Project Manager shall issue within 30 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 Project Manager shall decide on the amount payable to the Contractor and issue a Payment Certificate. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

33. Termination

- 33.1 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 when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Project Manager.
 - b) The Project Manager instructs the Contractor to delay the progress of the works, and the instruction is not withdrawn within 30 days.

B-20

- c) The Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- d) A payment certified by the Project Manager is not paid by the Employer to the Contractor (for Interim Certificate) or 60 days (for Final Certificate) of issue.
- e) The Project Manager 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 determined by the Project Manager.

f) The Contractor does not maintain a security, which is required.

- 33.2 When either party to the contract gives notice of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.
- 33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 33.4 If the Contractor is terminated, the contractor shall stop work immediately, make the site safe and secure, and leave the site as soon as reasonably possible. The Project Manager 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.

34. Payment Upon Termination

- 34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and materials ordered and delivered to site up to the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the contractor.
- 34.2 If the contract is terminated for the Employer's convenience or because of a fundamental breach of contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the works, and the Contractor's costs of protecting and securing the works.

B-21

- 34.3 The Employer may employ and pay other persons to carry out and complete the works and to rectify and defects and may enter upon the works and use all materials on the site, plant, equipment and temporary works.
- 34.4 The contractor shall, during the execution or after the completion o the works under this clause remove from the site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary building, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property

of the Contractor, hold the proceeds less all costs incurred to the credit of the Contractor.

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 therefore the Project Manager 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.

35. Release from Performance

- 35.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it.

36. Corrupt gifts and Payment of Commission

The Contractor shall not;

- a) Offer or give or agree to give to any person in the service of the Employer any gift 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 for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.
- b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

Any breach of this Condition by the Contractor or by anyone employed by his or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement Regulations issued under the Exchequer and Audit Act Cap 412 of the Laws of Kenya.

37. Settlement of Disputes

37.1 In case any dispute or difference shall arise between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the works, such dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred 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 or Vice Chairman of any of the following professional institutions;

- (i) Architectural Association of Kenya
- (ii) Institute of Quantity Surveyors of Kenya
- (iii) Association of Consulting Engineers of Kenya
- (iv) Chartered Institute of Arbitrators (Kenya Branch)
- (v) Institute of Engineers of Kenya

On the request of the applying party, the institution written to first by the aggrieved party shall take precedence over all other institutions.

- 37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the works or abandonment of the works or termination of the Contract by either part:
- 37.5.1 The appointment of a replacement Project Manager upon the said person ceasing to act.
 - 37.5.2 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
 - 37.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - 37.5.4 Any dispute or difference arising in respect of war risks or war damage.

- 37.6. All other matter shall only be referred to arbitration after the completion or alleged completion of the works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.
- 37.7. The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 37.8. The award of such Arbitrator shall be final and binding upon the parties.

APPENDIX TO CONDITIONS OF CONTRACT- APPLICABLE TO CONTRACT

THE EMPLOYER IS

Name: **Turkana County Government.**

Represented By:

**County Chief Officer, Department of Energy, Mining and Petroleum,
Turkana County Government**

Address: **P.O. Box 11-30500,**

LODWAR.

The name (and identification number) of the contract is Tender no..... For supply, Installation, Testing and commissioning of Solar Powered Highmast at Lokichoggio Town, Lokichoggio Ward, Lokichoggio Sub-county, Turkana County.

The Works consist of Supply, Installation, Testing and Commissioning of one 1 No.) solar powered Highmast.

The Start Date shall be as stated in the Letter of Acceptance

Duration of the contract will be 8 Weeks

The Intended Completion Date for the whole of the Works shall be as stated in the letter of acceptance and Contract Agreement.

The following documents also form part of the Contract: **Only as listed in Clause 2 of the conditions of contract.**

The Site Possession Date shall be **as stated in the letter of acceptance.**

The Sites are located at **Lokichoggio Town, Lokichoggio Ward, Lokichoggio subcounty, Turkana County.** There is no Defects Liability Period.

The name and website Address of the Employer's representative for the purposes of submission of tenders is **the government procurement IFMIS portal.**

The tender scoring date and time is **as per advertisement notice.**

The amount of performance security is **10 percent** bank guarantee of the Tender sum.

Liquidated and Ascertained damages: **at the rate Kshs. 40,000/= per week or part thereof.**

Period of honouring certificate : **30 days**

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

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

1. CLAUSE 23.1

Change to read: "The Contractor shall submit to the Project Manager application for payment for works once it is complete, tested, commissioned and certified by an authorized representative of the client. The Project Manager shall check the application and certify the amount to be paid to the contractor within 14 days. The value of work executed and payable shall be determined by the Project Manager. **Payment shall only be on completion of installation of Single solar Powered Hignmast and delivery of one (1 No.) eight or ten metre four stand adjustable**

2. CLAUSE 23.2

Change to read: "The value of work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, variations and compensation events."

SECTION C

CONTRACT PRELIMINARIES

AND

GENERAL CONDITIONS

CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

<u>CLAUSE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1.01	Examination of Tender Documents.....	C-1
1.02	Discrepancies.....	C-1
1.03	Conditions of Contract Agreement.....	C-1
1.04	Payments.....	C-1
1.05	Definition of Terms.....	C-2
1.06	Site Location.....	C-3
1.07	Duration of contract.....	C-3
1.08	Scope of contract Works.....	C-3
1.09	Extent of the Contractor's Duties.....	C-3
1.10	Execution of the Works	C-3
1.11	Validity of Tender.....	C-4
1.12	Firm – Price Contract.....	C-4
1.13	Variation.....	C-4
1.14	Prime Cost and Provisional Sums.....	C-4
1.15	Bond.....	C-4
1.16	Government Legislation and Regulations.....	C-5
1.17	Import Duty and Value Added Tax.....	C-5
1.18	Insurance Company Fees.....	C-5
1.19	Provision of Services by the Main Contractor.....	C-5
1.20	Suppliers.....	C-6
1.21	Samples and Materials Generally.....	C-6
1.22	Administrative Procedure and Contractual Responsibility.....	C-6
1.23	Bills of Quantities.....	C-6
1.24	Contractor's Office in Kenya.....	C-7

(i)

1.25	Builders Work.....	C-7
1.26	Structural Provision for the Works.....	C-7
1.27	Position of Services, Plant, Equipment, Fittings and Apparatus.....	C-8
1.28	Checking of Work.....	C-8
1.29 8	Setting to Work and Regulating System	C-
1.30 9	Identification of Plant and Components	C-
1.31	Contract Drawings.....	C-9
1.32	Working Drawings.....	C-9
1.33 11	Record Drawings (As Installed) and Instructions	C-
1.34	Maintenance Manual.....	C-12
1.35	Hand – Over.....	C-3
1.36	Painting.....	C-13
1.37	Spares.....	C-14
1.38	Testing and Inspection – Manufactured Plant.....	C-14
1.39	Testing and Inspection – Installation.....	C-14
1.40	Labour Camps.....	C-14
1.41	Storage of Materials.....	C-14
1.42	Initial Maintenance.....	C-15
1.43	Maintenance and Servicing after Completion of the Initial Maintenance	C-15
1.44	Trade Names.....	C-15
1.45	Water and Electricity for the Works.....	C-15
1.46	Protection.....	C-16
1.47	Defects after Completion	C-16
1.48	Damages for Delay.....	C-16

1.49	Clear Away on Completion.....	C-16
1.50	Final Account.....	C-16

(ii)

1.51	Fair Wages.....	C-16
1.52	Supervision.....	C-17
1.53	Test Certificates.....	C-17
1.54	Labour	C-17
1.55	Discounts to the Employer.....	C-17
1.56	Guarantee.....	C-17
1.57	Direct Contracts.....	C-18
1.58	Attendance upon the Tradesmen.....	C-18
1.59	Trade Union.....	C-18
1.60	Local and other Authorities notices and fees.....	C-18
1.61	Assignment or Subletting.....	C-19
1.62	Partial Completion.....	C-19
1.63	Temporary Works.....	C-1
1.64	Patent Rights.....	C-19
1.65	Mobilization and Demobilization.....147.....	C-20
1.66	Extended Preliminaries.....	C-20
1.67	Supervision by Engineer and Site Meetings.....	C-20
1.68	Amendment to Scope of Contract Works.....	C-20
1.69	Contractors Obligation and Employers Obligation.....	C-21
1.70	Appendix to Contract Preliminaries and General Conditions.....	C-22

(iii)

SECTION C

CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

1.01 Examination of Tender Documents

The tenderer is required to check the number of pages of this document and should he find any missing or indistinct, he must inform the Engineer at once and have the same rectified.

All tenderers shall be deemed to have carefully examined the following:

- a) Work detailed in the Specification and in the Contract Drawings.
- b) The Republic of Kenya Document “General Conditions of Contract for Electrical and Mechanical Works”.
- c) Other documents to which reference is made.

He shall also be deemed to have included for any expenditure which may be incurred in conforming to the above items (a), (b), (c) and observe this expense as being attached to the contract placed for the whole or any part of the work.

The tenderer shall ensure that all ambiguities, doubts or obscure points of detail, are clarified with the Engineer before submission of his tender, as no claims for alleged deficiencies in the information given shall be considered after this date.

1.02 Discrepancies

The contractor shall include all work either shown on the Contract Drawings or detailed in the specification. No claim or extra cost shall be considered for works which has been shown on the drawings or in the specification alone.

Should the drawing and the specification appear to conflict, the Contractor shall query the points at the time of tendering and satisfy himself that he has included for the work intended, as no claim for extra payment on this account shall be considered after the contract is awarded.

1.03 Conditions of Contract Agreement

The Contractor shall be required to enter into a contract with the Employer.

The Conditions of the Contract between the Contractor and the Employer as hereinafter defined shall be as stated in Section B.

1.04 **Payment**

Payment will be made through certificates to the Contractor. All payments will be less retention fee as specified in the Conditions of Contract. No payment will become due until materials are delivered, installed, tested and commissioned.

C-1

1.05 **Definition of Terms**

Throughout these contract documents units of measurements, terms and expressions are abbreviated and wherever used hereinafter and in all other documents they shall be interpreted as follows:

- i) **Employer:** The term “**Employer**” shall mean **COUNTY CHIEF OFFICER, TURKANA COUNTY GOVERNMENT, P.O. Box, 11-30500 Lodwar.**
- ii) **Engineer:** The term “**Engineer**” shall mean **Engineer at the Directorate of Energy and Petroleum.**
- iii) **Contractor:** The term “**Contractor**” shall mean the firm or company appointed to carry out the Works and shall include his or their heir, executors, assigns, administrators, successors, and duly appointed representatives.
- viii) **Contract Works:** The term “**Contract Works**” shall mean all or any portion of the work, materials and articles, whether the same are being manufactured or prepared, which are to be used in the execution of this contract and whether the same may be on site or not.
- ix) **Contract Drawings:** The term “**Contract Drawings**” shall mean those drawings required or referred to herein and forming part of the Bills of Quantities.
- x) **Working Drawings:** The term “**Working Drawings**” shall mean those drawings required to be prepared by the Contractor as hereinafter described.
- xi) **Record Drawings:** The term “**Record Drawings**” shall mean those drawings required to be prepared by the Contractor showing “as installed” and other records for the Contract Works.
- xii) **Abbreviations:**
 - CM** shall mean **Cubic Metre**
 - SM** shall mean **Square Metre**
 - LM** shall mean **Linear Metre**
 - M** shall mean **Metre**
 - LS** shall mean **Lump Sum**
 - MM** shall mean **Millimetres**
 - No.** shall mean **Number**
 - Kg.** shall mean **Kilogramme**
 - KEBS** shall mean **Kenya Bureau of Standards**

BS shall mean. **Current standard British Standard Specification published by the British Standard Institution, 2 Park Street, London W1, England**

“Ditto” shall mean the whole of the preceding description in which it occurs. Where it occurs in description of succeeding item it shall mean the same as in the first description of the series in which it occurs except as qualified in the description concerned. Where it occurs in brackets it shall mean the whole of the preceding description which is contained within the appropriate brackets.

C-2

1.06 Site Location

The site of the Contract Works is situated at **Lokichoggio Town, Lokichoggio Ward, Lokichoggio Sub-county.**

The tenderer is recommended to visit the site and shall be deemed to have satisfied himself with regard to access, possible conditions, the risk of injury or damage to property on/or adjacent to the site, and the conditions under which the contract Works shall have to be carried out and no claims for extras will be considered on account of lack of knowledge in this respect.

1.07 Duration of Contract

The Contractor shall be required to phase his work in accordance with the programme (or its revision) which he will provide to the Project Manager.

1.08 Scope of Contract Works

The contractor shall supply, deliver, unload, hoist, fix, repair, test, commission and hand-over in satisfactory working order the complete installations specified hereinafter and/or as shown on the Contract Drawings attached hereto, including the provision of labour, transport and plant for unloading material and storage, and handling into position and fixing, also the supply of ladders, scaffolding the other mechanical devices to plant, installation, painting, testing, setting to work, the removal from site from time to time of all superfluous material and rubbish caused by the works.

1.09 Extent of the Contractor’s Duties

At the commencement of the works, the Contractor shall investigate and report to the Engineer if all materials and equipment to be used in the work and not specified as supplied by the others are available locally. If these materials and equipment are not available locally, the Contractor shall at this stage place orders for the materials in question and copy the orders to the Engineer. Failure to do so shall in no way relieve the Contractor from supplying the specified materials and equipment in time.

The Contractor shall be responsible for verifying all dimensions relative to his work by actual measurements taken on site. The Contractor shall mark accurately on one set of drawings and indicate all alterations and/or modifications carried out to the designed system during the construction period. This information must be made available on site for inspection by the Engineer.

1.10 Execution of the Works

The works shall be carried out strictly in accordance with:

- a) All relevant Kenya Bureau of Standards Specifications.
- b) All relevant British Standard Specifications and Codes of Practice (hereinafter referred to as B.S. and C.P. respectively).

- c) This Specification.
- d) The Contract Drawings.
- e) The Bye-laws of the County government or Local Authority.
- f) The Engineer's Instructions.

The Contract Drawings and Specifications to be read and construed together

C-3

1.11 **Validity of Tender**

The tender shall remain valid for acceptance within 120 days from the final date of submission of the tender, and this has to be confirmed by signing the Tender Bond. The tenderer shall be exempted from this Bond if the tender was previously withdrawn in writing to the Employer before the official opening.

1.12 **Firm – Price Contract**

Unless specifically stated in the documents or the invitation to tender, this is a firm-price Contract and the Contractor must allow in his tender for the increase in the cost of labour and/or materials during the duration of the contract. No claims will be allowed for increased costs arising from the fluctuations in duties and/or day to day currency fluctuations. The Contractor will be deemed to have allowed in his tender for any increase in the cost of materials which may arise as a result of currency fluctuation during the contract period.

1.13 **Variation**

No alteration to the Contract Works shall be carried out until receipt by the Contractor of written instructions from the Project Manager.

Any variation from the contract price in respect of any extra work, alteration or omission requested or sanctioned by the Engineer shall be agreed and confirmed in writing at the same time such variations are decided and shall not affect the validity of the Contract. Schedule of Unit Rates shall be used to assess the value of such variations. No allowance shall be made for loss of profit on omitted works.

1.14 **Prime Cost and Provisional Sums**

A specialist Contractor may be nominated by the Project Manager to supply and/or install any equipment covered by the Prime Cost or Provisional Sums contained within the Contract documents.

The work covered by Prime Cost and Provisional Sums may or may not be carried out at the discretion of the Project Manager.

The whole or any part of these sums utilised by the Contractor shall be deducted from the value of the Contract price when calculating the final account.

1.15 **Bond**

The tenderer must submit with his tender the name of one Surety who must be an established Bank only who will be willing to be bound to the Employer for an amount equal to 7½ % of the Contract amount.

C-4

1.16 Government Legislation and Regulations

The Contractor's attention is called to the provision of the Factory Act 1972 and subsequent amendments and revisions, and allowance must be made in his tender for compliance therewith, in so far as they are applicable.

The Contractor must also make himself acquainted with current legislation and any Government regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc.

The Contractor shall allow for providing holidays and transport for work people, and for complying with Legislation, Regulations and Union Agreements.

1.17 Import Duty and Value Added Tax

The Contractor will be required to pay full Import Duty and Value Added Tax on all items of equipment, fittings and plant, whether imported or locally manufactured. The tenderer shall make full allowance in his tender for all such taxes

1.18 Insurance Company Fees

Attention is drawn to the tenderers to allow for all necessary fees, where known, that may be payable in respect of any fees imposed by Insurance Companies or statutory authorities for testing or inspection.

No allowance shall be made to the Contractor with respect to fees should these have been omitted by the tenderer due to his negligence in this respect.

1.19 Provision of Services by the Contractor

The Contractor shall make the following facilities available to carry out their work:

- a) Carrying out of all work affecting the structure of the building which may be necessary, including all chasing, cutting away and making good brickwork, etc., plugging for fixing, fittings, machinery, fan ducting, etc., and all drilling and tapping of steel work shall be the responsibility of the Contractor.
- b) The provision of temporary water, lighting and power:.
- c) Fixing of anchorage and pipe supports in the shuttering,
- d) Provision of scaffolding, cranes, etc..

1.20 **Suppliers**

The Contractor shall submit names of any supplier for the materials to be incorporated, to the Engineer for approval. The information regarding the names of the suppliers may be submitted at different times, as may be convenient, but no sources of supply will be changed without prior approval.

Each supplier must be willing to admit the Engineer or his representative to his premises during working hours for the purpose of examining or obtaining samples of the materials in question.

1.21 **Samples and Materials Generally**

The Contractor shall, when required, provide for approval at no extra cost, samples of all materials to be incorporated in the works. Such samples, when approved, shall be retained by the Engineer and shall form the standard for all such materials incorporated.

1.22 **Administrative Procedure and Contractual Responsibility**

Wherever within the Specification it is mentioned or implied that the Contractor shall deal direct with the Employer or Engineer, it shall mean “through the Project Manager” who is responsible to the Employer for the whole of the works.

1.23 **Bills of Quantities**

The Bills of Quantities have been prepared in accordance with the standard method of measurement of Building Works for East Africa, first Edition, Metric, 1970. All the Quantities are based on the Contract Drawings and are provisional and they shall not be held to gauge or to limit the amount or description of the work to be executed by the Contractor but the value thereof shall be deducted from the Contract Sum and the value of the work ordered by the Engineer and executed there under shall be measured and valued by the Engineer in accordance with the conditions of the Contract.

All work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow measurements needed for such adjustment to be taken by the Project Manager or Engineer. Immediately the work is ready for measuring the Contractor shall give notice to the Project Manager or Engineer to carry out measurements before covering up. If the Contractor shall make default in these respects he shall, if the Project Manager so directs, uncover the work to enable the necessary measurements to be taken and afterwards reinstate at his own expense.

1.24 **Contractor's Office in Kenya**

The Contractor shall maintain (after first establishing if necessary) in Kenya an office staffed with competent Engineer Manager and such supporting technical and clerical staff as necessary to control and coordinate the execution and completion of the Contract Works.

The Engineer Manager and his staff shall be empowered by the Contractor to represent him at meetings and in discussions with the Project Manager, Engineer and other parties who may be concerned and any liaison with the Contractor's Head Office on matters relating to the design, execution and completion of the Contract Works shall be effected through his office in Kenya.

It shall be the Contractor's responsibility to procure work permits, entry permits, licences, registration, etc., in respect of all expatriate staff.

The Contractor shall prepare a substantial proportion of his Working Drawings at his office in Kenya. No reasons for delays in the preparation or submission for approval or otherwise of such drawings or proposals will be accepted on the grounds that the Contractor's Head Office is remote from his office in Nairobi or the site of the Contract Works or otherwise.

1.25 **Structural Provision for the Works**

Preliminary major structural provision has been made for the Contract Works based on outline information ascertained during the preparation of the Specification.

The preliminary major structural provision made will be deemed as adequate unless the Contractor stated otherwise when submitting his tender.

Any major structural provision or alteration to major structural provisions required by the Contractor shall be shown on Working Drawings to be submitted to the Engineer within 30 days of being appointed.

No requests for alterations to preliminary major structural provisions will be approved except where they are considered unavoidable by the Engineer.

1.26 Position of Services, Plant, Equipment, Fittings and Apparatus

The Contract Drawings give a general indication of the intended layout. The position of the equipment and apparatus, and also the exact routes of the ducts, main and distribution pipe work shall be confirmed before installation is commenced. The exact siting of appliances, pipe work, etc., may vary from that indicated.

The routes of services and positions of apparatus shall be determined by the approved dimensions detailed in the Working Drawings or on site by the Engineer in consultation with the Contractor.

Services throughout the ducts shall be arranged to allow maximum access along the ducts and the services shall be readily accessible for maintenance. Any work which has to be re-done due to negligence in this respect shall be the Contractor's responsibility.

The Contractor shall be deemed to have allowed in his Contract Sum for locating terminal points of services (e.g. lighting, switches, socket outlets, lighting points, control switches, thermostats and other initiating devices, taps, stop cocks) in positions plus or minus 1.2m horizontally and vertically from the locations shown on Contract Drawings. Within these limits no variations in the Contract Sum will be made unless the work has already been executed in accordance with previously approved Working Drawings and with the approval of the Engineer.

1.27 Checking of Work

The Contractor shall satisfy himself to the correctness of the connections he makes to all items of equipment supplied under the Contract agreement and equipment supplied under other contracts before it is put into operation. Details of operation, working pressures, temperatures, voltages, phases, power rating, etc., shall be confirmed to others and confirmation received before the system is first operated.

1.28 Setting to Work and Regulating System

The Contractor shall carry out such tests of the Contract Works as required by British Standard Specifications or equal and approved codes as specified hereinafter and as customary.

No testing or commissioning shall be undertaken except in the presence of and to the satisfaction of the Engineer unless otherwise stated by him

It will be deemed that the Contractor has included in the Contract Sum for the costs of all fuel, power, water and the like, for testing and commissioning as required as part of the Contract Works. He shall submit for approval to the Engineer a suitable programme for testing and commissioning. The Engineer and Employer shall be given ample warning in writing, as to the date on which testing and commissioning will take place.

The Contractor shall commission the Contract Works and provide attendance during the commissioning of all services, plant and apparatus connected under the Contract Agreement or other Contract Agreements, related to the project.

Each system shall be properly balanced, graded and regulated to ensure that correct distribution is achieved and where existing installations are affected, the Contractor shall also regulate these systems to ensure that their performance is maintained.

The proving of any system of plant or equipment as to compliance with the Specification shall not be approved by the Engineer, except at his discretion, until tests have been carried out under operating conditions pertaining 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.

1.29 Identification of Plant Components

The Contractor shall supply and fix identification labels to all plant, starters, switches and items of control equipment including valves, with white traffolyte or equal labels engraved in red lettering denoting its name, function and section controlled. The labels shall be mounted on equipment and in the most convenient positions. Care shall be taken to ensure the labels can be read without difficulty. This requirement shall apply also to major components of items of control equipment.

Details of the lettering of the labels and the method of mounting or supporting shall be forwarded to the Engineer for approval prior to manufacture.

1.30 Contract Drawings

The Contract Drawings when read in conjunction with the text of the Specification, have been completed in such detail as was considered necessary to enable competitive tenders to be obtained for the execution and completion of the Contract works.

The Contract Drawings are not intended to be Working Drawings and shall not be used unless exceptionally they are released for this purpose.

1.31 Working Drawings

The Contractor shall prepare such Working Drawings as may be necessary. The Working Drawings shall be complete in such detail not only that the Contract Works can be executed on site but also that the Engineer can approve the Contractor's proposals, detailed designs and intentions in the execution of the Contract Works.

If the Contractor requires any further instructions, details, Contract Drawings or information drawings to enable him to prepare his Working Drawings or proposals, the Contractor shall accept at his own cost, the risk that any work, commenced or which he intends to commence at site may be rejected.

The Engineer, in giving his approval to the Working Drawings, will presume that any necessary action has been, or shall be taken by the Contractor to ensure that the installations shown on the Working Drawings have been cleared with the any other Contractors whose installations and works might be affected.

If the Contractor submits his Working Drawings to the Engineer without first liaising and obtaining clearance for his installations from other Contractors whose installations and works might be affected, then he shall be liable to pay for any alterations or modification to his own, and the other Contractor's installations and works, which are incurred, notwithstanding any technical or other approval received from the Engineer.

Working Drawings to be prepared by the Contractor shall include but not be restricted to the following:

- a) Any drawings required Engineer to enable structural provisions to be made including Builder's Working Drawings or Schedules and those for the detailing of holes, fixings, foundations, cables and paperwork ducting below or above ground or in or outside or below buildings.
- b) General Arrangement Drawings of all plant, control boards, fittings and apparatus or any part thereof and of installation layout arrangement of such plant and apparatus.
- c) Schematic Layout Drawings of services and of control equipment.
- d) Layout Drawings of all embedded and non-embedded paperwork, ducts and electrical conduits.
- e) Complete circuit drawings of the equipment, together with associated circuit description.
- f) Such other drawings as are called for in the text of the Specification or Schedules or as the Engineer may reasonably require.

Three copies of all Working Drawings shall be submitted to the Engineer for approval. One copy of the Working Drawings submitted to the Engineer for approval shall be returned to the Contractor indicating approval or amendment therein.

Six copies of the approved Working Drawings shall be given to the Engineer by the Contractor for information and distribution to any other Contractors carrying out work associated with or in close proximity to or which might be affected by the Contract Works.

Approved Working Drawings shall not be departed from except as may be approved or directed by the Engineer.

Approval by the Engineer 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 other Working Drawings and in the Contract Works on site or elsewhere associated therewith.

The Contractor shall ensure that the Working Drawings are submitted to the Architect for approval at a time not unreasonably close to the date when such approval is required. Late submission of his Working Drawings will not relieve the Contractor of his obligation to complete the Contract Works within the agreed Contract Period and in a manner that would receive the approval of the Engineer.

1.32 Record Drawings (As Installed) and Instructions

During the execution of the Contract Works the Contractor shall, in a manner approved by the Engineer record on Working or other Drawings at 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 Engineer as he may require for inspection and checking.

Record Drawings, may, subject to the approval of the Engineer, include approved Working Drawings adjusted as necessary and certified by the Contractor as a correct record of the installation of the Contract Works.

They shall include but not restricted to the following drawings or information:

- a) Working Drawings amended as necessary but titled “Record Drawings” and certified as a true record of the “As Installed” Contract Works. Subject to the approval of the Engineer such Working Drawings as may be inappropriate may be omitted.
- b) Fully dimensioned drawings of all plant and apparatus.
- c) General arrangement drawings of equipment, other areas containing plant forming part of the Contract Works and the like, indicating the accurate size and location of the plant and apparatus suitability cross-referenced to the drawings mentioned in (b) above and hereinafter.
- d) Routes, types, sizes and arrangement of all pipework and ductwork including dates of installation of underground pipework.
- e) Relay adjustment charts and manuals.
- f) Routes, types, sizes and arrangement of all electric cables, conduits, ducts and wiring including the dates of installation of buried works.
- g) System schematic and trunking diagrams showing all salient information relating to control and instrumentation.
- h) Grading Charts.
- i) Valve schedules and locations suitability cross-referenced.
- j) Wiring and piping diagrams of plant and apparatus.
- k) Schematic diagrams of individual plant, apparatus and switch and control boards. These diagrams to include those peculiar to individual plant or apparatus and also those applicable to system operation as a whole.
- l) Operating Instruction

Schematic and wiring diagrams shall not be manufacturer's multipurpose general issue drawings. They shall be prepared specially for the Contract Works and shall contain no spurious or irrelevant information.

Marked-up drawings of the installation of the Contract Works shall be kept to date and completed by the date of practical or section completion. Two copies of the Record Drawings of Contract Works and two sets of the relay adjustment and grading charts and schematic diagrams on stiff backing shall be provided not later than one month later.

The Contractor shall supply for fixing in sub-stations, switch-rooms, boiler houses, plant rooms, pump houses, the office of the Maintenance Engineer and other places, suitable valve and instructions charts, schematic diagrams of instrumentation and of the electrical reticulation as may be requested by the Engineer providing that the charts, diagrams, etc., relate to installations forming part of the Contract Works. All such charts and diagrams shall be of suitable plastic material on a stiff backing and must be approved by the Engineer before final printing.

Notwithstanding the Contractor's obligations referred to above, if the Contractor fails to produce to the Engineer's approval, either:-

- a) The Marked-up Drawings during the execution of the Contract Works or
- b) The Record Drawings, etc., within one month of the Section or Practical Completion

The Engineer shall have these drawings produced by others. The cost of obtaining the necessary information and preparing such drawings, etc., will be recovered from the Contractor.

1.33 **Maintenance Manual**

Upon Practical Completion of the Contract Works, the Contractor shall furnish the Engineer four copies of a Maintenance Manual relating to the installation forming part of all of the Contract Works.

The manual shall be loose-leaf type, International A4 size with stiff covers and cloth bound. It may be in several volumes and shall be sub-divided into sections, each section covering one Engineering service system. It shall have a ready means of reference and a detailed index.

There shall be a separate volume dealing with Air Conditioning and Mechanical Ventilation installation where such installations are included in the Contract Works.

The manual shall contain full operating and maintenance instructions for each item of equipment, plant and apparatus set out in a form dealing systematically with each system. It shall include as may be applicable to the Contract Works the following and any other items listed in the text of the Specifications:

- a) System Description.
- b) Plant
- c) Valve Operation
- d) Switch Operation
- e) Procedure of Fault Finding
- f) Emergency Procedures
- g) Lubrication Requirements
- h) Maintenance and Servicing Periods and Procedures
- i) Colour Coding Legend for all Services
- j) Schematic and Writing Diagrams of Plant and Apparatus
- k) Record Drawings, true to scale, folded to International A4 size
- l) Lists of Primary and Secondary Spares.

The manual is to be specially prepared for the Contract Works and manufacturer's standard descriptive literature and plant operating instruction cards will not be accepted for inclusion unless exceptionally approved by the Engineer. The Contractor shall, however, affix such cards, if suitable, adjacent to plant and apparatus. One spare set of all such cards shall be furnished to the Engineer.

1.34 **Hand-over**

The Contract Works shall be considered complete and the Maintenance and Defects Liability Period shall commence only when the Contract Works and supporting services have been tested, commissioned and operated to the satisfaction of the Engineer and officially approved and accepted by the Employer.

The procedure to be followed will be as follows:

- a) On the completion of the Contract Works to the satisfaction of the Engineer and the Employer, the Contractor shall request the Engineer, at site to arrange for handing over.
- b) The Engineer shall arrange a Hand-over Meeting or a series thereof, at site.
- c) The Contractor shall arrange with the Engineer and Employer for a complete demonstration of each and every service to be carried out and for instruction to be given to the relevant operation staff and other representatives of the Employer.
- d) In the presence of the Employer and the Engineer, Hand-over will take place, subject to Agreement of the Hand-over Certificates and associated check lists.

1.35 **Painting**

It will be deemed that the Contractor allowed for all protective and finish painting in the Contract Sum for the Contract Works, including colour coding of service pipework to the approval of the Engineer. Any special requirements are described in the text of the Specifications.

1.36 **Spares**

The Contractor shall supply and deliver such spares suitably protected and boxed to the Engineer's approval as are called for in the Specifications or in the Price Schedules.

1.37 **Testing and Inspection – Manufactured Plant**

The Engineer reserves the right to inspect and test or witness of all manufactured plant equipment and materials.

The right of the Engineer relating to the inspection, examination and testing of plant during manufacture shall be applicable to Insurance companies and inspection authorities so nominated by the Engineer.

The Contractor shall give two weeks' notice to the Engineer of his intention to carry out any inspection or tests and the Engineer or his representative shall be entitled to witness such tests and inspections

Six copies of all test certificates and performance curves shall be submitted as soon as possible after the completion of such tests, to the Engineer for his approval.

Plant or equipment which is shipped before the relevant test certificate has been approved by the Engineer shall be shipped at the Contractor's own risk and should the test certificate not be approved new tests may be ordered by the Engineer at the Contractor's expense.

The foregoing provisions relate to tests at manufacturer's works and as appropriate to those carried out at site.

1.38 **Testing and Inspection -Installation**

Allow for testing each section of the Contract Works installation as described hereinafter to the satisfaction of the Engineer.

1.39 **Labour Camps**

The Contractor shall provide the necessary temporary workshop and mess-room in position to be approved by the Architect.

The work people employed by the Contractor shall occupy or be about only that part of the site necessary for the performance of the work and the Contractor shall instruct his employees accordingly.

If practicable, W.C. accommodation shall be allocated for the sole use of the Contractor's workmen and the Contractor will be required to keep the same clean and disinfected, to make good any damage thereto and leave in good condition.

1.40 **Storage of Materials**

Space for storage will be provided by the Contractor will make his own arrangement for space for storage and he will be responsible for provision of any lock-up sheds or stores required.

No materials shall be stored or stacked on suspended slabs without the prior approval of the Project manager.

1.41 **Initial Maintenance**

The Contractor shall make routine maintenance once a month during the liability for the Defects Period and shall carry out all necessary adjustments and repairs, cleaning and oiling of moving parts. A monthly report of the inspection and any works done upon the installation shall be supplied to the Engineer.

The Contractor shall also provide a 24 -hour break-down service to attend to faults on or malfunctioning of the installation between the routine visits of inspection.

The Contractor shall allow in the Contract Sum of the initial maintenance, inspection and break-down service and shall provide for all tools, instruments, plant and scaffolding and the transportation thereof, as required for the correct and full execution of these obligations and the provision, use or installation of all materials as oils, greases, sandpaper, etc., or parts which are periodically renewed such as brake linings etc., or parts which are faulty for any reason whatsoever excepting always Acts of God such as storm, tempest, flood, earthquake and civil revolt, acts of war and vandalism.

1.42 **Maintenance and Servicing After Completion of the Initial Maintenance**

The Contractor shall, if required, enter into a maintenance and service agreement with the employer for the installation for a period of up to five years from the day following the last day of the liability for Defects Period which offers the same facilities as specified in Clause 1.42 (Initial Maintenance).

The terms of any such agreement shall not be less beneficial to the employer than the terms of Agreements for either similar installation.

The Contractor shall submit with his tender for the works, where called upon a firm quotation for the maintenance and service of the installation as specified herein, which shall be based upon the present day costs and may be varied only to take into account increases in material and labour unit rate costs between the time of tendering and the signing of the formal maintenance and service agreement and which shall remain valid and open for acceptance by the Employer to and including the last day of the fifth complete calendar month following the end of the liability for Defects Period.

1.43 **Trade Names**

Where trade names of manufacturer's catalogue numbers are mentioned in the Specification or the Bills of Quantities, the reference is intended as a guide to the type of article or quality of material required. Alternate brands of equal and approved quality will be acceptable.

1.44 **Water and Electricity for the Works**

These will be made available by the Contractor. The Contractor shall be liable for the cost of any water or electric current used and for any installation provided.

1.45 Protection

The Contractor shall adequately cover up and protect his own work to prevent injury and also to cover up and protect from damage all parts of the building or premises where work is performed by him under the Contract.

1.46 Defects after Completion

The defects liability period will be 12 months from the date of completion of the Contract as certified by the Engineer.

1.47 Damages for Delay

Liquidated and Ascertained damages as stated in the Contract Agreement will be claimed against the Main Contract for any unauthorized delay in completion. The Contractor shall be held liable for the whole or a portion of these damages should he cause delay in completion.

1.48 Clear Away on Completion

The Contractor shall, upon completion of the works, at his own expense, remove and clear away all plant, equipment, rubbish and unused materials, and shall leave the whole of the works in a clean and tidy state, to the satisfaction of the Engineer. On completion, the whole of the works shall be delivered up clean, complete and perfect in every respect to the satisfaction of the Engineer.

1.49 Final Account

On completion of the works the Contractor shall agree with the Engineer the value of any variations outstanding and as soon as possible thereafter submit to the Engineer his final statement of account showing the total sum claimed sub-divided as follows:

- | | |
|---------------|---|
| Statement A - | detailing the tender amounts less the Prime Cost and Provisional Sums, included therein. |
| Statement B - | detailing all the variation orders issued on the contract. |
| Statement C - | Summarising statement A and B giving the net grand total due to the Contractor for the execution of the Contract. |

1.50 Fair Wages

The Contractor shall in respect of all persons employed anywhere by him in the execution of the Contract, in every factory, workshop or place occupied or used by him for execution of the Contract, observe and fulfil the following conditions:

- a) The Contractor shall pay rates of the wages and observe hours and conditions of labour not less favourable than those established for the trade or industry in the district where work is carried out.
- b) In the absence of any rates of wages, hours or conditions of labour so established the Contractor shall pay rates and observe hours and conditions of labour are not less favourable than the general level of wages, hours and conditions observed by other employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar.

1.51 **Supervision**

During the progress of the works, the Contractor shall provide and keep constantly available for consultation on site an experienced English-speaking Supervisor and shall provide reasonable office facilities, attendance, etc., for the Supervisor.

In addition, during the whole of the time the works are under construction, the Contractor shall maintain on site one experienced foreman or charge-hand and an adequate number of fitters, etc., for the work covered by the Specification. The number of this staff shall not be reduced without the prior written approval of the Project manager or Engineer.

Any instructions given to the Supervisor on site shall be deemed to have been given to the Contractor.

One copy of this Specification and one copy of each of the Contract Drawings (latest issue) must be retained on site at all times, and available for reference by the Engineer or Contractor.

1.52 **Test Certificates**

The Contractor shall provide the Engineer with three copies of all test reports or certificates that are or may be required by this Specification.

1.53 **Labour**

The Contractor shall provide skilled and unskilled labour as may be necessary for completion of the contract.

1.54 **Discount**

No discount will be included in the tender for this installation.

1.55 **Guarantee**

The whole of the work will be guaranteed for a period of twelve months from the date of the Engineer's certification of completion and under such guarantee the Contractor shall remedy at his expense all defects in materials and apparatus due to faulty design, construction or workmanship which may develop in that period.

1.56 Direct Contracts

Notwithstanding the foregoing conditions, the Government reserves the right to place a “Direct Contract” for any goods or services required in the works which are covered by a P.C Sum in the Bills of Quantities and to pay for the same direct. In any such instance, profit relative to the P.C Sum in the priced Bills of Quantities will be adjusted as deserved for P.C Sum allowed.

1.57 Attendance Upon the Tradesmen etc.

The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this contract every facility for carrying out their work and also for the use of ordinary scaffolding.

1.58 Trade Unions

The contractor shall recognize the freedom of his work people to be members of trade unions.

1.59 Local and other Authorities notices and fees

The contractor shall comply with and give all notices required by any Regulations, Act or by Law of any Local Authority or of any Public Service, Company or Authority who have any jurisdiction with regard to the works or with those systems the same are or will be connected and he shall pay and indemnify the Government against any fees or charges legally demandable under any regulation or by-law in respect of the works; provided that the said fees and charges if not expressly included in the contract sum or stated by way of provisional sum shall be added to the contract sum.

The contractor before making any variation from the contract drawings or specification necessitated by such compliance shall give the Project Manager written notice specifying and giving the reason for such variation and applying for instructions in reference thereto.

If the contractor within seven days of having applied for the same does not receive such instructions, he shall proceed with the works in conforming to the provision regulation or by-law in question and any variation thereby necessitated shall be deemed to be a variation in accordance to the conditions of contract.

1.60 Assignment or subletting

The contractor shall not without the written consent of the Project Manager assign this contract or sublet any portion of the works, provided that such consent shall not be unreasonably withheld to the prejudice of the contractor.

1.61 Partial Completion

If the Government shall take over any part or parts works, apparatus, equipment etc. then within seven days from the date on which the Government shall have taken possession of the relevant part, the Project Manager shall issue a Certificate stating his estimate of the approximate total value of the works which shall be the total value of that part and practical completion of the relevant part shall be deemed to have occurred, and the Defects Liability Period in respect of the relevant part be deemed to have commenced on the date Government shall have taken possession thereof.

The contractor shall make good any defects or other faults in the relevant part that had been deemed complete.

The contractor shall reduce the value of insurance by the full value of the relevant part

The contractor shall be paid for the part of works taken possession by the Government

1.62 Temporary Works

Where temporal works shall be deemed necessary, such as Temporary lighting, the contractor shall take precaution to prevent damage to such works.

The contractor shall include for the cost of and make necessary arrangements with the Project Manager for such temporary works. For temporary lighting, electricity shall be metered and paid for by the contract

1.63 Patent Rights

The contractor shall fully indemnify the Government of Kenya; against any action, claim or proceeding relating to infringement of any patent or design rights, and 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 Project Manager. In like manner the Government of Kenya shall fully indemnify the contractor against any such action, claim or proceedings for infringement under the works, the design thereof of which shall have been supplied by the Project Manager to the contractor, but this indemnify shall apply to the works only, and any permission or request to manufacture to the order of the Project Manager shall not relieve the contractor from liability should he manufacture for supply to other buyers.

1.64 Mobilization and Demobilization

The contractor shall mobilize labour plant and equipment to site according to his programme and schedule of work. He shall ensure optimum presence and utilization of labour, plant and equipment. He should not pay and maintain unnecessary labour force or maintain and service idle plant and equipment. Where necessary he shall demobilize and mobilize the labour, plant and equipment, as he deems fit to ensure optimum progress of the works and this shall be considered to be a continuous process as works progress. He shall make provision for this item in his tender. No claim will be entertained where the contractor has not made any provision for mobilization and demobilization of labour, plant and equipment in the preliminary bills of quantities or elsewhere in this tender.

1.65 Extended Preliminaries

Where it shall be necessary to extend the contract period by the Project manager the contractor shall still ensure availability on site, optimum labour, materials, plant and equipment. The contractor shall make provision for extended preliminaries, should the contract period be extended and this shall be in a form of a percentage of the total Contractor works. Where called upon in the Appendix to these Preliminaries the Contractor shall insert his percentage per month for extended preliminaries that shall form basis for compensation.

Lack of inserting the percentage shall mean that the Contractor has provided for this requirement elsewhere in the Bills of Quantities.

1.66 Supervision by Engineer and Site Meetings

A competent Project Engineer appointed by the Engineer as his representative shall supervise the Contract works. The Project Engineer shall be responsible for issuing all the site instructions in any variations to the works and these shall be delivered through the Contractor with the authority of the Project Manager. Any instructions given verbal shall be confirmed in writing.

The project engineer and (or) the Engineer shall attend management meetings arranged by the Project Manager and for which the Contractor or his representative shall also attend. For the purpose of supervising the project, provisional sums are provided to cover for transport and allowances. The Contractor shall in his tender allow for the provision of management meetings and site inspections, as instructed by the Engineer, and also profit and attendance on these funds. The funds shall be expended according to Project Manager's instructions to the contractor.

1.67 Amendment to Scope of Contract Works

No amendment to scope of Contract works is expected and in case of amendment or modification to scope of work, these shall be communicated to all tenderers in sufficient time before the deadline of the tender submission. However during the contract period and as the works progress the Project Manager may vary the works as per conditions of contract by issuing site instructions.

No claims shall be entertained on account of variation to scope of works either to increase the works (pre-financing) or reduction of works (loss of profit-see)

1.68 Contractor Obligation and Employers Obligation

The Contractor will finance all activities as part of his obligation to this contract. The employer shall pay interim payment for materials and work completed on site as his obligation in this contract, as the works progresses. No claims will be entertained for pre-financing of the project by the Contractor, or for loss of profit (expectation loss) in case of premature termination, reduction or increase of works as the Contractor shall be deemed to have taken adequate measures in programming his works and expenditure and taken necessary financial precaution while executing the works. No interest shall be payable to the Contractor, except as relates to late payment as in the conditions of contract clause 23.3. The contractor shall where called upon, insert his price to compensate for any of the occurrence stated here (premature termination, reduction or increase of works), as a percentage of the contract sum in the Appendix to this section.

1.69 APPENDIX TO CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

(i) ADD TO CLAUSE 1.17

Prices quoted shall include **16% VAT**

(iii)ADD TO CLAUSE 1.40 There is no labour camp

SECTION D

PARTICULAR SPECIFICATION

OF

MATERIALS AND WORKS

GENERAL SPECIFICATIONS OF MATERIALS AND WORKS

- 2.1 General
- 2.2 Standard of Materials
- 2.3 Workmanship
- 2.4 Procurement of Materials
- 2.5 Shop Drawings
- 2.6 Record Drawings
- 2.7 Regulations and Standards
- 2.8 Setting out Works
- 2.9 Position of Electrical Plant and Apparatus
- 2.10 Earthing
- 2.11 Cables and Flexible Cords
- 2.12 Cable Supports; Markers and Tile

Cable Ends and phase Colours

- 2.13 Cable Insulation Colours
- 2.14 Lamps
- 2.15 lighting Fittings Street lighting Lanterns
- 2.16 Street/Security Lighting Columns
- 2.17 Timing Control Switch
- 2.18 Wiring System for Street Lighting
- 2.19 Current Operated Earth leakage circuit breaker
- 2.20 Testing on Site

2.1 SHOP DRAWINGS

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

2.2 RECORD DRAWINGS

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

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

Three sets of diagrams and drawings shall be provided, all to the approval of the Engineer.

One coloured set of line diagrams relating to operating and maintenance instructions shall be framed and, mounted in a suitable location.

2.3 REGULATIONS AND STANDARDS

All work executed by the Contractor shall comply with the current edition of the “Regulations” for the Electrical Equipment of Buildings, issued by the Institution of Electrical Engineers, and with the Regulations of the Local Electricity Authority.

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

2.4 SETTING OUT WORK

The Contractor at his own expenses; is to set out works and take all measurements and dimensions required for the erection of his materials on site; making any modifications in details as may be found necessary during the progress of the works, submitting any such modifications or alterations in detail to the Engineer before proceeding and must allow in his Tender for all such modifications and for the provision of any such sketches or drawings related thereto.

2.5 POSITIONS OF ELECTRICAL PLANT AND APPARATUS

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

D-3

2.6 EARTHING

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

- (i) It shall be carried out in accordance with the appropriate sections of the current edition of the Regulations, for the Electrical Equipment of Buildings issued by Institute of Electrical Engineers of Great Britain.
- (ii) At all main distribution panels and main service positions a 25mm x 3mm minimum cross sectional area Copper tape shall be provided and all equipment including the lead sheath and armouring of cables, distribution boards and metal frames shall be bonded thereto.
- (iii) The earth tape in Sub-clause (ii) shall be connected by means of a copper tape or cable of suitable cross sectional area to an earth electrode which shall be a copper earth rod (see later sub-clause).
- (iv) All tapes to be soft high conductivity copper, untinned except where otherwise specified and where run underground on or through walls, floors, etc., it shall be served with corrosion resisting tape or coated with corrosion compound and braided
- (v) Where the earth electrode is located outside the building a removable test link shall be provided inside the building as near as possible to the point of entry to the tape, for isolating the earth electrode for testing purposes.
- (vi) Earthing of sub-main equipment shall be deemed to be satisfactory where the sub-main cables are M.I.C.S. or conduit with separate earth wire, and installation is carried out in accordance with the figures stated in the current edition of the I.E.E Regulations.
- (vii) Where an earth rod is specified (see Sub-clause (iii)) it shall be proprietary manufacture, solid hand drawn copper of 15mm diameter driven into the ground to a minimum depth of 3.6m. It shall be made up to 1.2m sections with internal screw and socket joints and fitted with hardened steel tip and driving cap.
- (viii) Earth plates will not be permitted
- (ix) Where an earth rod is used the earth resistance shall be tested in the manner described in the current edition of the IEE Regulations, by the Contractor in the presence of the Engineer and the Contractor shall be responsible for the supply of all test equipment.
- (x) Where copper tape is fixed to the building structure it shall be by means of purpose made non-ferrous saddles which space the conductor away from the structure a minimum distance of 20mm. Fixings shall be made using purpose made plugs; No fixings requiring holes to be drilled through the tape will be accepted.
- (xi) Joints in copper tape shall be tinned before assembly riveted with a minimum of two copper rivets and seated solid.
- (xii) Where holes are drilled in the earth tape for connection to items of equipment the effective cross sectional area must not be less than required to comply with the IEE regulations.
- (xiii) Bolts, nuts and washers for any fixing to the earth tape must be of non-ferrous material.
- (xiv) Attention is drawn to the need for the earthing metal parts of lighting fittings and for bonding ball joint suspension in lighting fittings.

D-4

2.16 CABLES AND FLEXIBLE CORDS

All cables used in this Contract shall be manufactured in accordance with the current appropriate Kenya standard Specifications which are as follows:-

P.V.C. Insulated Cables and Flexible Cords	-	Ks 04-192:1988
Pvc Insulated Armoured Cables	-	Ks 04-194:1990
Armouring of Electric cables	-	Ks 04-290:1987

The successful Contractor will, at the Engineers discretion be required to submit samples of cables for the Engineers approval; the Engineer reserves the right to call for the cables of an alternative manufacture without any extra cost being incurred.

PVC insulated cables shall be 500/1000 volt grade. No cables smaller than 1.5mm² shall be used unless otherwise specified. The installation and the finish of cables shall be as detailed in later clauses. The colour of cables shall conform to the details stated in the "Cable Braid and insulation Colours" Clause.

2.18 CABLE SUPPORTS, MARKERS AND TILES

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

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

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

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

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

Cables are to be kept clear of all pipe work and the Contractor shall work in close liaison with other services Contractors.

The Contractor shall include for the provision of fixing of approved type coloured slip on cables end markers to indicate permanently the correct phase and neutral colours on all ends.

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

Where PVC/SWA/PVC cables are outside the building they shall be laid underground 750mm deep with protecting concrete interlocking cover tiles laid over which shall be provided and laid under this Contract.

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

2.20 HEAT RESISTING CABLES

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

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

2.23 CABLE INSULATION COLOURS

Unless otherwise stated in later clauses the insulation colours shall be in accordance with the following table.

Where other systems are installed the cable colours shall be in accordance with the details stated in the appropriate clause.

<u>SYSTEM</u>	<u>INSULATION COLOUR</u>	<u>CABLE END MARKER</u>
Main and Sub-Main		
a) Phase	Red	Red
b) Neutral	Black	Black

**1) Sub-Circuits
Single Phase**

a) Phase	Red	Red
b) Neutral	Black	Black

2.24 SUB-CIRCUIT WIRING

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

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

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

(ii) 2.5mm² for one 15Amp socket.

(iii) 2.5mm² for maximum often switched 13 Amp sockets wired from 30 Amp MCB. The wiring sizes for lighting circuits and sockets are shown on the drawings. In such cases, the sizes shown on the drawings shall prevail over the sizes specified.

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

2.33 LAMPS

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

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

Pearl lamps shall be used in all fittings unless otherwise specified.

2.34 LIGHTING FITTINGS AND HIGHMAST FLOODLIGHTS LANTERNS

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

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

In case of rectangular shaped ceiling fittings, the extreme ends of the fittings shall be secured to suitable support in addition to the central conduit box fittings. Supports shall be provided and fixed by the Contractor. The whole of the metal work of each lighting fittings shall be effectively bonded to earth. In the case of ball and/or knuckle joints short lengths of flexible cable shall be provided, bonded to the metal work on either side of the joints. If the above provisions are not made by the manufacturers -, the Contractor shall include cost of additional work necessary in his tender. See “Flexible Cords” clause for details of internal wiring of lighting fittings. Minimum size of internal wiring shall be 20/0.20mm (23/0067). Each lighting fitting shall be provided with number type and size of lamps as detailed on the drawings. It is to be noted that some fittings are suspended as shown on the drawings.

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

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

2.37 TIMING CONTROL SWITCH

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

2.38 WIRING SYSTEM FOR STREETLIGHTING

Cables shall be as indicated on the drawings, and shall be laid in a cable trench 450mm deep along the road sides and 600mm deep across the roads and 900mm away from the road kerb or 1500mm away from the edges of the road. 'Loop-in' and 'Loop-out' arrangement shall be used at every pole. Wiring to the lanterns on each pole shall be with 1.5mm² PVC twin insulated and sheathed cable with earth wire shall be laid at least 600mm below the finished road level on a compact bed of murram at least 50mm thick and covered with a concrete surrounded 150mm thick.

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

2.40 CURRENT OPERATED EARTH LEAKAGE CIRCUIT BREAKER

Current operated earth leakage circuit breaker shall conform to B.S.S. 4293:68 rated at 240 volts D.P. 50 cycles A.C. Mains.

The breaker shall be provided with test switch and fitted in weather proof enclosure for surface mounting. The rated load current and earth fault operating current shall be as specified in the drawings. These shall be as manufactured by Crabtree, Siemens or other equal and approved.

2.41 TESTING ON SITE

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

- (a) Tests shall be carried out to prove that all single pole switches are installed in the 'live' conductor.
- (b) Tests shall be carried out to prove that all socket outlets and switched socket outlets are connected to the 'live' conductor in the terminal marked as such, and that each earth pin is effectively bonded to the earth continuity system. Tests shall be carried out to verify the continuity of all conductors of each 'ring' circuit.
- (c) Phase tests shall be carried out on completion of the installation to ensure that correct phase sequence is maintained throughout the installation. Triplicate copies of the results of the above tests shall be provided within 14 days of the witnessed tests and the Contractor will be required to issue to the service engineer the requisite certificate upon completion as required by the regulations referred to above.
- (d) Any faults, defects or omissions or faulty workmanship, incorrectly positioned or installed parts of the installation made apparently by such inspections or tests shall be rectified by the Contractor at his own expense.
- (e) The Contractor shall provide accurate instruments and apparatus and all labour required to carry out the above tests. The instruments and apparatus shall be made available to the services engineer to enable him to carry out such tests as he may require.

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

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

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

SECTION E

SCHEDULE OF CONTRACT DRAWINGS

(All dimensions in mm)

Drawing DWG-001 forms part of this tender document. It is reproduced at reduced size in this Section for the information of tenderers and is issued at full size on an A1 sheet with the tender document. The full size sheet governs.

Drawing	Title	Status
DWG-001	25 m solar high mast on anchor bolt base	Issued for construction

Table F.1 Schedule of drawings.

The drawing is complete and detailed design is finished. The Contractor remains responsible for the shop drawings listed at Section D.8 and for verifying the photometric and energy design before manufacture is released.

Schematic drawing of Single pole Solar Highmast

SECTION F

TECHNICAL SPECIFICATIONS

Section F. Technical Specifications

F.1 General

The works shall be executed in accordance with this Specification, drawing DWG-001, the Bills of Quantities and the standards listed in the Feasibility study. Where standards conflict, the Engineer shall determine which applies. All materials shall comply with the relevant Kenya Bureau of Standards specification where one exists.

The design is complete and is issued for construction. The Contractor is responsible for verifying the photometric design by DIALux simulation using the photometric files of the products actually offered, and for producing shop drawings for the mast, the lantern carriage, the winch, the head frame and the photovoltaic mounting, before any manufacture is released.

F.2 Approval of lighting materials, LM-79 reporting

No flood module and no photovoltaic module shall be ordered, manufactured or procured until the Contractor has submitted, and the Engineer has approved in writing, an LM-79 photometric test report issued by a laboratory accredited to ISO/IEC 17025 for the exact model to be supplied. The report shall be dated within the preceding twenty four months and shall state the measured luminous flux, the measured input power, the luminous efficacy, the correlated colour temperature, the colour rendering index and the photometric distribution, and shall be accompanied by the corresponding LM-80 report for the LED package and the TM-21 projection of lumen maintenance.

The values in the LM-79 report shall not be less favourable than those entered by the Contractor in the Guaranteed Technical Particulars at Section D.3. Where a reported value is less favourable, the Engineer shall reject the material and the Contractor shall offer a compliant alternative at no additional cost and with no extension of time. The measured input power stated in the LM-79 report is the figure against which the energy design of Section D.5 shall be re verified before manufacture is released.

Lighting material delivered to site without a prior written approval issued against an LM-79 report shall be rejected and removed from site at the Contractor's expense. The Engineer may, at any time before taking over, require a sample drawn at random from the delivered population to be independently tested against the approved report, at the Contractor's cost if the sample fails.

F.3 Guaranteed Technical Particulars

The tenderer shall complete every line of the Guaranteed Technical Particulars below, entering the value offered in the response column and supporting each entry with a manufacturer's datasheet in which the relevant figure is marked. An entry that is not supported by a marked datasheet shall be treated as not offered. Only one datasheet per item of equipment shall be submitted; a submission offering more than one model for the same item shall be declared non responsive.

F.3.1 Semi integrated solar LED flood module

The flood module shall be of semi integrated construction: the LED array, the driver, the MPPT charge controller and the battery shall be housed within a single die cast aluminium luminaire body, and the photovoltaic module shall be a separate external unit connected to that body by a cable and gland. Fully integrated all in one units and units with a remote or ground mounted battery are not acceptable.

Parameter	Requirement	Offered
Manufacturer and brand	State	
Model number	State	
Construction	Semi integrated: battery within the luminaire body, external photovoltaic module	
Rated power	300 W class, minimum 300 W	
Measured input power at full output	State, supported by LM-79 report	
Luminous flux, minimum	30,000 lm	
Luminous efficacy, minimum	160 lm/W	
Correlated colour temperature	5,700 K, tolerance 300 K	
Colour rendering index, minimum	70	
Beam distribution	Asymmetric forward throw, 90 or 120 degree	
Ingress protection	IP68	
Impact protection	IK08 minimum	
Surge protection	20 kV	
Housing	Die cast aluminium, anti-corrosion finish	
Lens	Tempered glass, anti-ultraviolet	
Integral battery chemistry	Lithium iron phosphate	
Integral battery capacity, minimum	3,500 Wh	
Battery cycle life, minimum	5,000 cycles at 80 per cent DoD	
Battery management system	Integral, with cell balancing and thermal protection	
Charge controller	Integral MPPT with temperature compensation	
Control	Programmable burn profile, dusk to dawn, remote reprogrammable	

Parameter	Requirement	Offered
Autonomy on the specified burn profile, minimum	2 nights without charge	
Operating temperature range	Minus 20 to plus 60 degrees Celsius	
Rated LED life, L80	Minimum 80,000 hours	
LM-79 report reference and laboratory	State. Accredited to ISO/IEC 17025	
Bracket	Adjustable trunnion, plus or minus 90 degrees	
Overall dimensions	State	
Mass including battery	State, not exceeding 55 kg	
Frontal area	State, not exceeding 0.20 m ²	
Warranty	Minimum 5 years on the complete module	
Certification	CE, RoHS, LM-79, LM-80, IEC 62133, IEC 62471	

D.3.3 High mast, lantern carriage and raising and lowering gear

Parameter	Requirement	Offered
Manufacturer and brand	State	
Mast height	25,000 mm	
Cross section	Continuously tapered polygonal, minimum 8 sided	
Number of sections	3, joined by slip stressed fit	
Minimum overlap at each joint	1.5 times the diameter at penetration	
Base and top diameter	550 mm and 200 mm	
Plate and grade	10 mm, BS EN 10025 S355J2	
Longitudinal welds per section, maximum	2, no circumferential seam weld	
Galvanizing	ISO 1461, minimum mean 86 microns, single dipping	
Base plate	900 mm diameter x 45 mm with 8 gussets	
Anchor bolts	8 No. M42 x 1400 grade 8.8 on 750 mm PCD	

Parameter	Requirement	Offered
Door opening	950 x 250 mm at 350 mm, vandal resistant, double internal lock	
Lantern carriage	Two halves, bolted, PVC lined, hot dip galvanized	
Carriage capacity	8 No. flood modules and 8 No. photovoltaic modules, self-balancing, not less than 700 kg	
Winch	Self-sustaining, gear ratio 50:1, with test certificate	
Power tool	Electrically driven with torque limiter and manual override	
Wire ropes	3 No. continuous, 316 stainless, 7/19, factor of safety not less than 5	
Lowering position	1,000 mm above foundation level	
Lightning finial	Minimum 1,200 mm, bolted to the head frame	
Design wind speed	25 m/s, 10 minute mean, factor of safety 1.5	
Design calculations	To be submitted with the tender, signed and stamped	

F.3.4 Mast base equipment

Parameter	Requirement	Offered
DC distribution board	IP65, within the mast base compartment	
Isolators and over current protection	Rated for the full carriage load	
Surge protection	Type 2, on the carriage circuit	
Monitoring unit	GSM, reporting state of charge, load status, door opening and tamper	
Monitoring platform	Registered in the name of the Employer, credentials handed over	
Cabling to carriage	Flexible, UV and abrasion resistant, with strain relief	

F.4 Civil and structural works

Concrete shall be class C25/30 to BS EN 206 with a minimum cement content of 320 kilograms per cubic metre. Three cubes shall be cast for each foundation, cured and tested for compressive strength at the nearest Materials Testing and Research Division laboratory, and the certificates shall be submitted before the mast is erected. Reinforcement shall be high yield steel to BS 4449 grade 500B. Blinding shall be 50 millimetres of class C15.

Each mast foundation is 4.2 by 4.2 metres by 1.9 metres deep, containing 33.52 cubic metres of concrete and 850 kilograms of reinforcement in three mats of T16 at 200 millimetre centres both ways. Excavation shall be to the dimensions shown, kept free of water, and inspected by the Engineer before blinding. The anchor bolt cage shall be set on two steel templates and its level and orientation shall be checked and recorded before casting. The base plate shall be set on levelling nuts and bedded in vented non shrink grout after the mast has been plumbed.

F.5 Energy design verification

The energy design shall be re verified by the Contractor against the measured input power recorded in the approved LM-79 report, using a worst month resource of 5.40 peak sun hours, a system efficiency of 0.75, two nights of autonomy and a maximum depth of discharge of 0.80, on a burn profile of five hours at full output followed by six and a half hours at 40 per cent. Where the verification shows the specified minima to be insufficient, the Contractor shall increase the array or the storage at no additional cost.

F.6 Earthing and lightning protection

Each mast shall be earthed by 25 by 4 millimetre copper tape run within the shaft to two earth electrodes in inspection pits, bonded to the foundation reinforcement. No external run of copper tape is permitted. The measured resistance at each mast shall not exceed 10 ohms and shall be recorded on the test certificate. The lightning finial shall be bolted to the head frame and not to the lantern carriage.

F.7 Testing and commissioning

Factory acceptance testing shall be witnessed by the Engineer before shipment and shall cover verification of the output against the approved LM-79 report, ingress protection, storage capacity, and a full assembly and function test of the carriage, winch and power tool. Site acceptance testing shall cover insulation resistance, earth resistance, controller programming, a full raise and lower cycle of every carriage with the cycle time recorded, and a night time illuminance survey at each node verified against the design.

F.8 Submittals

Ref	Submittal	Timing
T-1	Shop drawings for mast, carriage, head frame, winch and PV mounting	Within 21 days of the order to commence
T-2	Structural design calculations for mast, carriage and wire ropes	With the tender and confirmed within 21 days

Ref	Submittal	Timing
T-3	LM-79 report from an ISO/IEC 17025 accredited laboratory, with LM-80 and TM-21, for the flood module and the photovoltaic module offered	For written approval before any lighting material is ordered or procured
T-4	DIALux photometric verification for each of the six nodes	Before manufacture is released
T-5	Energy design re verification against the approved LM-79 measured input power	Before manufacture is released
T-6	Manufacturer's datasheets and test reports for every item	With the tender
T-7	Manufacturer's authorization and warranty on letterhead	With the tender
T-8	Lift plan, crane test certificate and operator competence certificate	Before any mast section is lifted
T-9	Concrete mix design and cube test certificates	Before each foundation is cast and after testing
T-10	Galvanizing certificates and coating thickness records	On delivery
T-11	Erection sheets recording slip joint penetration at each joint	On completion of each mast
T-12	Earth resistance and insulation test records	At site acceptance testing
T-13	As built survey drawings, asset register and O and M manuals	Before taking over

Table D.1 Schedule of submittals.

BRANDING

A notice board 0.5m by 0.5m made of a continuous sheet metal G.22 spray painted with white background and strapped on pole 6 M from ground using bolted metal strap
Letters are 5mm height

Showing Department of Energy, Petroleum and Mining, Turkana County Government as the sponsor of the project

SECTION G
BILLS OF QUANTITIES

NOTE:

1. All Prices quoted shall include VAT

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:

Section G - Bills of Quantities

The Bills of Quantities, are issued with this document and form part of it. They comprise Bill 1 corresponding to the one project, and a Grand Summary carrying the sum of the one Bill, a contingency at 10 per cent and Value Added Tax at 16 per cent. The tenderer shall price every item and shall carry the Grand Total to the Form of Tender.

G.1 Summary of the design

The following is provided for the information of tenderers. It does not relieve the tenderer of the obligation to verify the design as required by Section D.1.

Parameter	25 m solar high mast
Quantity	1 No.
Luminaire	8 No. 300 W class semi integrated flood module
Installed flux per mast	240,000 lm
Design area served by High mast	2,500 m ²
Average maintained illuminance	30.7 lux against a target of 30 lux
Photovoltaic array	8 No. 400 Wp on the carriage at 25 m, 3,200 Wp per mast
Storage	8 No. 3,500 Wh integral to each module, 28,000 Wh per mast
Nightly energy demand per mast	10,944 Wh
Basic wind speed	25 m/s, 10 minute mean, KMD Lodwar
Peak velocity pressure at 25 m	1,158 N/m ²
Base moment, unfactored	381.3 kNm
Base moment, design at 1.5	572.0 kNm
Shaft	550 to 200 mm outside diameter, 10 mm wall, S355J2
Shaft stress at base	254 N/mm ² against 355 N/mm ²
Anchor bolts	8 No. M42 grade 8.8 on 750 mm PCD
Bolt tension at design moment	381.3 kN against 645 kN
Foundation	4.2 x 4.2 x 1.9 m, 33.52 m ³ of C25/30
Maximum bearing pressure	78.0 kPa against 100 kPa
Overturning factor of safety	4.57
Mast mass	3,543 kg

Parameter	25 m solar high mast
Material cost	
Supervision/Monitoring Cost	280,000
Transport and Labour cost	
Grand Total	

Table G.1 Summary of the detailed design.

SECTION H

STANDARD FORMS

CONTENTS OF SECTION H

TITLE	PAGE
1. Performance Bank Guarantee.....	H/1
2. Tender Questionnaire.....	H/2
3. Confidential Business Questionnaire.....	H/3 -H/4
4. Key Personnel.....	H/5
5. Schedule of Contracts completed in the last five (5) years.....	H/6
6. Schedule of on-going projects.....	H/7
7. Bank Guarantee for Advance Payment	H/8
8. Financial Reports for the last two years.....	H/9
9. Evidence of Financial Resources to meet Qualification Requirements ...	H/10
10. Manufacturer's Authorization form.....	H/11
10. Declaration Form	H/12

NOTE:

1.0 Tenderers must duly fill these Standard Forms as a mandatory requirement.

2.0 Any tender returned with Unfilled Standard Forms shall be considered Non-Responsive and shall automatically be Disqualified

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: COUNTY CHIEF OFFICER,
DEPARTMENT OF ENERGY, PETROLEUM AND MINING Date
TURKANA COUNTY GOVERNMENT
P.O BOX11-30500
LODWAR.

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 recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of: Kshs..... (*amount of Guarantee in figures*) Kenya Shillings

.....(*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank

Address

Date

H/1

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/Fax Address of Tenderer:

.....

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

.....

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

.....

.....

Signature of Tenderer

H/2

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2(c) and (2d) 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 License No..... Expiring date.....

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

Kenya Shillings.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

Citizenship details

H/3

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.				
4.				

Part 2(c) – Registered Company

Private or Public

State the nominal and issued capita of the company:

Nominal KShs.

Issued KShs.

Give details of all directors as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details*</i>	<i>Shares</i>
1.				
2.				
3.				
4.				

Part 2(d) Interest in the Firm:

Is there any person/persons in the employment of the Government of Kenya WHO has interest in this firm? Yes/No (Delete as necessary)

I certify that the above information is correct.

.....
Title

.....
Signature

.....
Date

** Attach proof of citizenship*

H/4

KEY PERSONNEL

Qualifications and experience of key personnel proposed for administration and execution of the Contract. **(Signed CVs and copies of certificates MUST be attach)**

POSITION	NAME	YEARS OF EXPERIENCE (GENERAL)	YEARS OF EXPERIENCE IN PROPOSED POSITION

1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
.			

I certify that the above information is correct.

.....
Title

.....
Signature

.....
Date

SCHEDULE OF CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS

Work performed on works of a similar nature, complexity and volume over the last 5 years.

(Copies of Completion Certificates, Handing over Certificates or Final payment MUST be attached as proof).

PROJECT NAME	NAME OF CLIENT	TYPE OF WORK AND YEAR OF COMPLETION	VALUE OF CONTRACT (Kshs.)

I certify that the above works were successfully carried out and completed by ourselves.

.....
Title

.....
Signature

.....
Date

SCHEDULE OF ON-GOING PROJECTS

Details of on-going or committed projects, including expected completion date.
(Copies of letter of offer **MUST** be attached as proof).

PROJECT NAME	NAME OF CLIENT	CONTRACT SUM	% COMPLETE	COMPLETION DATE

I certify that the above works are currently being carried out by ourselves.

.....
Title

.....
Signature

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

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

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

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

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

H/8

FINANCIAL REPORTS FOR THE LAST TWO YEARS

**(Balance sheets, Profits and Loss Statements, Auditor's reports, etc.
List below and attach copies)**

1. . _____.
2. . _____.
3. . _____.
4. . _____.
5. . _____.
6. . _____.
7. . _____.
8. . _____.
9. . _____.
- 10 . _____.

I certify that the above works information is correct.

.....
Title

.....
Signature

.....
Date

H/9

**EVIDENCE OF FINANCIAL RESOURCES TO MEET QUALIFICATION
REQUIREMENTS**

(Cash in Hand, Lines of credit, etc. List below and attach copies of supportive documents.)

1. . _____.
2. . _____.
3. . _____.
4. . _____.
5. . _____.
6. . _____.
7. . _____.
8. . _____.
9. . _____.
- 10 . _____.

I certify that the above works information is correct.

.....
Title

.....
Signature

.....
Date

H/10

MANUFACTURER'S AUTHORIZATION FORM

To THE COUNTY CHIEF OFFICER,

DEPARTMENT OF ENERGY, PETROLEUM AND MINING
TURKANA COUNTY GOVERNMENT
P.O. Box 11-30500,
LODWAR.

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

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

[*Signature for and on behalf of manufacturer*]

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

H/11

DECLARATION FORM

To _____

Date _____

The Tendered i.e. _____ (*name and address*) Declare the following:

- a) Has not been debarred from participating in the public procurement.
- b) Has not been involved and will not be involved in corruption and fraudulent practices regarding public procurement

Title

Signature

Date

(To be signed by authorized representative and officially stamped)