

BARINGO COUNTY GOVERNMENT



MINISTRY OF TRANSPORT & INFRASTRUCTURE

Tender Document

For

TENDER NO. BRCG/TNR/101¹/2016-2017

TENDER NAME: - PROPOSED 12M POLE
FLOOD LIGHTS

FINANCIAL YEAR 2016/2017

BARINGO COUNTY GOVERNMENT

P. O. Box 53 - 30400

KABARNET

Tel: 053 22115

CLOSING DATE: 14th October, 2016

TIME: 12.00 NOON (EAST AFRICAN TIME)

TENDER No.

SPECIFICATIONS AND BILLS OF QUANTITIES

FOR

¹ TENDER NO. BRCG/TNR/101 /2016-2017

THE SUPPLY AND ERECTION OF 12M POLE FLOODLIGHTS

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ABBREVIATIONS AND ACRONYMS

ABBREVIATIONS AND ACRONYMS

CDS	Contract Data Sheet
GCC	General Conditions of Contract
IFT	Invitation for Tender
ITT	Instruction to Tenderers
PE	Procuring Entity
PM	Project Manager
PPDA 2005	Public Procurement and Disposal Act, 2005
PPDR 2006	Public Procurement and Disposal Regulations, 2006
PPOA	Public Procurement Oversight Authority
STD	Standard Tender Documents
SOR	Statement of Requirements
SP	Service Provider
TDS	Tender Data Sheet
VAT	Value Added Tax
V.O	Variation Order
S.E	Structural Engineer
Q.S.	Quantity Surveyor
E.E	Electrical Engineer
CWO	County works officer

SECTION I: INVITATION FOR TENDERS (IFT)

Invitation for Tenders

TENDER NO. BRCG/TNR/1012/2016-2017

Tender Name: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 12 M STEEL POLES FOR FLOODLIGHTS AT THE BARINGO COUNTY

- 1.1 The Baringo County Government invites sealed tenders from eligible electrical contractors registered with **Ministry of Energy's ERC Class 'C' & N.C.A Category 7 or above** for carrying out the proposed **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1NO. 12M POLES FOR FLOODLIGHTS AT THE BARINGO COUNTY.**
- 1.2 Tendering will be conducted through Competitive Bidding (CB) procedures specified in the Public Procurement and Disposal Act, 2005 and the Public Procurement and Disposal Regulations, 2006 and is open to all Prequalified Tenderers as defined in the Regulations.
- 1.3 Interested eligible Tenderers may obtain further information from and inspect the Tendering Documents at the offices of the Procurement Officer Treasury Building, AFC at KABARNET from **(BETWEEN 0800 HOURS AND 1600HOURS** inclusive) except on public holidays.
- 1.4 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **KShs.1, 000.00** in the form of a Bankers Cheque payable to Baringo County Government.
- 1.5 There shall be a **pre-planned site visit** on ----- starting from **1000 Hours**. Interested and eligible candidates shall be required to gather at County Offices for briefing. All bidders shall be required to sign an attendance register as evidence of having participated in the site visit .A certificate of site visit will be issued. Bidders who shall not turn up for the pre – planned site visit shall make their own arrangements to visit the site.
- 1.6 All Tenders in one original plus [***1 One copy***], properly filled in **serialized**, and enclosed in plain envelopes must be delivered to the address below:
 - a) Tender Box located at the Main Administration Block on or before 14th October, 2016 12.00 Noon
- 1.8 Tenders will be opened promptly thereafter in the presence of Tenderers' representatives who choose to attend the opening.
- 1.9 Late Tenders, incomplete Tenders, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.
- 1.10 Canvassing or lobbying for the tender shall lead to automatic disqualification.

HEALTH, SAFETY AND ENVIRONMENT POLICY STATEMENT

The Government of Baringo recognizes and appreciates the importance of Health, Safety and Environment in the organization.

The County Government therefore places Health, Safety and Environment matters as important Boardroom Agenda.

To translate this commitment into actions, the COUNTY shall adopt a health, safety and environment policy that shall ensure:

1. Compliance with all relevant statutory instruments in all matters of Health, Safety and Environment.
2. Appropriate consideration of relevant international conventions and recommendations.
3. Formulation and compliance with rules, regulations and guidelines on matters of Health, Safety and Environment.
4. All reasonably practicable precautions are taken to safeguard the safety and health of all employees and student.
5. Appropriate systems for providing adequate information and instructions to all cadres of employees on risks to their health and safety are in place.
6. That all work places and equipment/plant are safe and regularly inspected.
7. All employees and Users assume defined responsibilities in matters of health, safety and environment in conformity with this policy.
8. Appropriate training for all employees to enhance their performance is provided.
9. That all Suppliers comply with Health, Safety and Environment rules, regulations and guidelines.
10. Adequate provision for prevention and control of fires and proper use of Fire fighting appliances.
11. Adequate provision for prevention and control of environmental pollution.
12. That Environmental Impact Assessment is carried out for all projects likely to have an impact on the environment.
13. Provision and promotion of First Aid services and activities.
14. Contravention of the Health, Safety and Environment Management System attracts severe disciplinary action including dismissal and/or prosecution.
15. Review of the Health, Safety and Environment Management System to conform to changing trends.



SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

Introduction

- | | |
|------------------------------|---|
| 1. Scope of Tender | <p>1.1 The Procuring Entity indicated in the Tender Data Sheet (TDS) invites Tenders for the construction of works as specified in the Tender Data Sheet and Sections V (Technical Specifications) and VII (Drawings).</p> <p>1.2 The successful Tenderer will be expected to complete the works by the required completion date specified in the Tender Data Sheet.</p> <p>1.3 The objectives of the works are listed in the Tender Data Sheet. These are mandatory requirements. Any subsequent detail is offered to support these objectives and must not be used to dilute their importance.</p> |
| 2. Source of Funds | <p>2.2 Payments will be made directly by the Procuring Entity (or by financing institution specified in the Tender Data Sheet upon request of the Procuring Entity to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.</p> |
| 3. Eligible Tenderers | <p>3.1 A Tenderer may be a natural person, private or public company, government-owned institution, subject to sub-Clause 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the Tender Data Sheet, all parties shall be jointly and severally liable.</p> <p>3.2 The Invitation for Tenders is open to all suppliers as defined in the Public Procurement and Disposal Act, 2005 and the Public Procurement and Disposal Regulations, 2006 except as provided hereinafter.</p> <p>3.3 A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:</p> <ul style="list-style-type: none"> a) Are associated or have been associated in the past directly or indirectly with employees or agents of the Procuring Entity or a member of a board or committee of the Procuring Entity; b) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the works under this Invitation for Tenders; c) Have controlling shareholders in common; or d) Receive or have received any direct or indirect subsidy from any of them; or e) Have the same legal representative for purposes of this Tender; or f) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or g) Submit more than one Tender in this Tendering process. However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderer and subcontractor simultaneously. |

- 3.4 A Tenderer will be considered to have a conflict of interest if they participated as a consultant in the preparation of the design or technical specification of the project and related services that are the subject of the Tender.
- 3.5 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Kenya in accordance with GCC sub-Clause 3.2.
- 3.6 Government owned enterprises in Kenya may participate only if they are legally and financially autonomous, if they operate under commercial law, are registered by the relevant registration board or authorities and if they are not a dependent agency of the Government.
- 3.7 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

4. One Tender per Tenderer

- 4.1 A firm shall submit only one Tender, in the same Tendering process, either individually as a Tenderer or as a partner in a joint venture pursuant to ITT Clause 5.
- 4.2 No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same Tendering process.
- 4.3 A firm, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.
- 4.4 A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Tenders in which the Tenderer has participated to be disqualified.

Alternative Tenders by Tenderers

- 5.1 Tenderers shall submit offers that comply with the requirements of the Tendering documents, including the basic Tenderer's technical design as indicated in the specifications and Drawings and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the **Tender Data Sheet**. If so allowed, sub-Clause 5.2 and 5.3 shall govern.
- 5.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **Tender Data Sheet** as will the method of evaluating different times for completion.
- 5.3 If so allowed in the **Tender Data Sheet**, Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must also submit a Tender that complies with the requirements of the Tendering documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the winning evaluated tenderer conforming to the basic technical requirements shall be considered by the Procuring Entity.

Cost of Tendering

- 6.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

Site Visit and Pre-Tender Meeting

- 7.1 The Tenderer, at the Tenderer's own responsibility and risk, is advised to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

- 7.2 The Procuring Entity may conduct a site visit and a pre-Tender meeting. The purpose of the pre-Tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.3 The Tenderer's designated representative is invited to attend a site visit and pre-Tender meeting which, if convened, will take place at the venue and time stipulated in the **Tender Data Sheet**.
- 7.4 The Tenderer is requested as far as possible, to submit any questions in writing or by electronic means to reach the procuring Entity before the pre-Tender meeting. It may not be practicable at the meeting to answer all questions, but questions and responses will be transmitted in accordance with sub-Clause 7.5.
- 7.5 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-Tender meeting will be transmitted within the time stated in the **Tender Data Sheet** to all purchasers of the Tendering documents. Any modification of the Tendering documents listed in sub-Clause 8.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT sub Clause 10.2 and not through the minutes of the pre-Tender meeting.
- 7.6 Non attendance during the site visit or pre-Tender meeting will not be a cause for disqualification of a Tenderer unless specified to the contrary in the **Tender Data Sheet**.

A. Tendering Documents

8. Content of Tendering Documents

8.1 The works required, Tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Section

I Invitation for Tenders, Tendering documents which should be read in conjunction with any addenda issued in accordance with ITT sub Clause 10.2 include:

- Section II Instructions to Tenderers
- Section III Tender Data Sheet
- Section IV General Conditions of Contract
- Section V Technical Specifications
- Section VII Drawings
- Section VIII Bill of Quantities
- Section IX Forms of Tender
 - Form of Tender
 - Appendix to Tender
 - Confidential Business Questionnaire
 - Integrity Declaration
 - Letter of Acceptance
 - Contract Data Sheet
- Section X Forms of Security
 - Tender Security Form
 - Tender Securing Declaration
 - Performance Bank or Insurance Guarantee

Advance Payment Guarantee Administrative Review Section XI Form RB 1 Application to Public Procurement

- 8.2 The number of copies to be completed and returned with the Tender is specified in the **Tender Data Sheet**.
- 8.3 The Invitation for Tenders (Section I) issued by the Procuring Entity

is not part of the Tendering Documents and is included for reference purposes only. In case of discrepancies between the Invitation for Tenders and the Tendering Documents listed in sub-Clause 8.1 above, the said Tendering Documents will take precedence.

- 8.4 The Procuring Entity is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the authorized staff of the Procuring Entity.
- 8.5 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

9. Clarification of Tendering Documents

- 9.1 A prospective Tenderer requiring any clarification of the Tendering documents may notify the Procuring Entity in writing, e-mail or facsimile at the Procuring Entity's address indicated in the **Tender Data Sheet**.
- 9.2 The Procuring Entity will within the period stated in the **Tender Data Sheet** respond in writing to any request for clarification provided that such request is received no later than the period indicated in the **Tender Data Sheet** prior to the deadline for the submission of Tenders prescribed in sub-Clause 22.1.
- 9.3 Copies of the procuring entity's response will be forwarded to all Purchasers of the Tendering documents, including a description of the inquiry, but without identifying its source.
- 9.4 Should the Procuring Entity deem it necessary to amend the Tendering documents as a result of a clarification, it shall do so following the procedure under ITT Clause 10.

10. Amendments of the Tendering Documents

- 10.1 Before the deadline for submission of Tenders, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tendering documents by issuing addenda.
- 10.2 Any addendum issued shall be part of the Tender documents pursuant to sub-Clause 8.1 and shall be communicated in writing, by e-mail or facsimile to all who have obtained the Tendering documents directly from the Procuring Entity.
- 10.3 In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity at its discretion shall extend, as necessary, the deadline for submission of Tenders, in accordance with sub-Clause 22.2

B. Preparation of Tenders

11. Language of Tender

11.1 The Tender, and all correspondence and document to the Tender exchanged by the Tenderers and the Procuring Entity shall be written in the Tender language stipulated in the Data Sheet

Supporting documents and printed literature by the Tenderers may be in another Language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the Tender, the translation shall prevail.

Constituting the Tender

components:

- The Form of Tender (in the format indicated in Section a) IX) completed in accordance with ITT Clause 15, 16 and 17;
- b) Information requested by Instructions to Tenderers ITT Clause 13.2; 13.3 and 13.4; Tender Security or Tender Securing Declaration in accordance
 - c) with Instructions to Tenderers ITT Clause 19;
 - d) Priced Bill of Quantities;
 - e) Qualification Information Form and Documents; Alternative offers where invited in accordance with Instructions
 - f) to Tenderers ITT Clause 5;
 - g) Written confirmation authorizing the signatory of the Tender to commit the Tenderer in accordance with Instructions to Tenderers ITT sub Clause 19.2; and
 - h) Technical schedules duly filled in details as requested. And any information or other materials required to be
 - i) completed and submitted by Tenderers, as specified in the **Tender Data Sheet**.

13. Documents 13.1 **Pursuant to ITT Clause 13, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.**

Establishing
Eligibility
and
Qualifications of the Tenderer

13.2 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **Tender Data Sheet**:

- a) The Tender shall include all the information listed in the **Tender Data Sheet** pursuant to sub-Clause 13.3 above for each joint venture partner;

- b) The Tender Security and Tender Securing Declaration as stated in accordance with ITT Clause 19, and in case of a successful Tender, the Agreement, shall be signed so as to be legally binding on all partners.

14 form of tender

14.1 The Tenderer shall fill the Form of Tender furnished in the Tendering Documents. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted.

15 tender Prices

15.1 The Contract shall be for the whole Works, as described in sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

15.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Bill of quantities.

15.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 15 days prior to the deadline for submission of Tenders, shall be included in the rates, prices and total Tender price submitted by the Tenderer.

The unit rates and prices shall be quoted by the Tenderer in the currency as specified in the **Tender Data Sheet**.

16 tender Currencies

16.2 Tenderers shall indicate details of their expected foreign currency requirements in the Tender, if any. The rates of exchange to be used by the Tenderers in arriving at the local currency equivalent shall be the selling rates for similar transactions established by the authority specified in the **Tender Data Sheet** prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. In any case, payments will be computed using the rates quoted in the Tender.

16.3 Tenderers may be required by the Procuring Entity to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices and in the Contract Data Sheet are reasonable and responsive to sub-Clause 17.1.

Tenders shall remain valid for the period specified in the **Tender Data Sheet** after the Tender submission deadline prescribed by the Procuring Entity, pursuant to ITT Clause 22. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non responsive.

17 Tender validity period

17.2 In exceptional circumstances, prior to expiry of the original Tender validity period, the Procuring Entity may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting its Tender

Security or causing to be executed its Tender Securing declaration. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender, but will be required to extend the validity of its Tender Security or Tender Securing declaration for the period of the extension, and in compliance with ITT Clause 19 in all respects.

17.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor

18. Tender Security and Tender Securing Declaration

- specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.
- 18.1** Pursuant to ITT Clause 12, where required in the **Tender Data Sheet**, the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the **Tender Data Sheet**.
- A Tender Securing Declaration as specified in the **Tender DataSheet** in the format provided in section X shall be provided as a mandatory requirement.
- 18.2** The Tender Security or Tender Securing Declaration is required to protect the Procuring Entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT sub-Clause 19.9.
- 18.3** The Tender Security shall be denominated in the currency of the Tender and shall be in one of the following forms:
- a) Cash;
 - b) A Bank Guarantee;
 - c) An Insurance Bond issued by an insurance firm approved by the PPOA located in Kenya;
 - d) An irrevocable letter of credit issued by a reputable bank.
- 18.4** The Tender Security shall be in accordance with the Form of the Tender Security included in Section X or another form approved by the Procuring Entity prior to the Tender submission.
- 18.5** The Tender Security shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in sub-Clause 19.8 are invoked.
- 18.6** Any Tender not accompanied by a Tender Security in accordance with sub-Clauses 19.1 or 19.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITT Clause 28.
- 18.7** The Procuring Entity shall immediately release any Tender Security if:
- a) The procuring proceedings are terminated;
 - b) The Procuring Entity determines that none of the submitted Tenders is responsive;
 - c) A contract for the procurement is entered into.
- 18.8** The Tender Security shall be forfeited and the Tender Securing Declaration executed if the Tenderer:
- a) Withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which Tenders must remain valid;
 - b) Rejects a correction of an arithmetic error pursuant to sub-Clause 29.2;
 - c) Refuse to enter into a written contract in accordance with ITT Clause 40;
 - d) Fails to furnish the Performance Security in accordance with ITT Clause 41.
- 18.9** The Tender Security and Tender Securing Declaration of a joint venture must be in the name of the joint venture submitting the Tender.

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

- 18.1** A Tenderer shall be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time indicated in the Tender Securing Declaration:
- a) If the Tenderer withdraws its Tender, except as provided in ITT sub-Clauses 18.2 and 29.2; or
 - b) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:
 - (i) Sign the contract; or
 - (ii) Furnish the required Performance Security.
- 19. Format and Signing of Tender**
- 19.1** The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 12 of these Instructions to Tenderers, with the Form of Tender, and clearly marked **ORIGINAL**. In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **Tender Data Sheet**, and clearly marked as **COPIES**. In the event of discrepancy between them, the original shall prevail. All tenders **MUST** be **serialized**
- 19.2** The original and all copies of the Tenders 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. This authorization shall consist of a written confirmation as specified in the **Tender Data Sheet** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender.
- 19.3** Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the Tender.
- 19.4** The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to contract execution if the Tenderer is awarded the contract
- C. Submission of Tenders**
- 20. Sealing and Marking of Tenders**
- 20.1** The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as **ORIGINAL** and **COPY**. The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 20.2** The inner and outer envelopes shall:
- a) Be addressed to the Procuring Entity at the address given in the **Tender Data Sheet**; and
 - b) Bear the Project name indicated in the **Tender Data Sheet**, the Invitation for Tenders (IFT) title and number indicated in the **Tender Data Sheet**, and a statement: **DO NOT OPEN BEFORE**, to be completed with the time and the date specified in the **Tender Data Sheet**, pursuant to ITT sub-Clause 22.1.
- 20.3** In addition to the identification required in sub-Clause 21.2, the inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender be returned unopened in case it is declared late, pursuant to sub-Clause 22.1 and for matching purpose under ITT Clause 23

20.4 If the outer envelope is not sealed and marked as required by ITT sub clause 21.2, the Procuring Entity shall assume no responsibility f

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

- misplacement or premature opening of the Tender.
- 21. Deadline for Submission of Tenders**
- 21.1** Tenders shall be received by the Procuring Entity at the address specified under ITT sub-Clause 21.2 no later than the date and time specified in the **Tender Data Sheet**.
- 21.2** The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering documents in accordance with ITT Clause 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
- 21.3** The extension of the deadline for submission of Tenders shall not be made later than the period specified in the **Tender Data Sheet** before the expiry of the original deadline.
- 22. Late Tenders**
- 22.1** The Procuring Entity shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 22.
- 22.2** Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected and returned unopened to the Tenderer
- 23. Modification, Substitution and Withdrawal of Tenders**
- 23.1** A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, including substitution or withdrawal of the Tender, is received by the Procuring Entity prior to the deadline prescribed for submission of Tenders prescribed under ITT sub-Clause 22.1.
- 23.2** The Tenderer's modification or substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITT Clauses 20 and 21 with the outer and inner envelopes additionally marked "**MODIFICATION**" or **SUBSTITUTION** or "**WITHDRAWAL**" as appropriate. The notice may also be sent by electronic mail and facsimile, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 23.3** No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender Security or execution of Tender Securing Declaration, pursuant to the ITT sub-Clause 19.9.
- 23.4** Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in the **Tender Data Sheet** or as extended pursuant to sub-Clause 22.2 shall result in the forfeiture of the Tender Security and execution of Tender Securing Declaration pursuant to ITT sub-Clause 19.9.
- 23.5** Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this Clause, or included in the original Tender submission.

D. Opening and Evaluation of Tenders**24. Opening of Tenders**

- 24.1** The Procuring Entity will open all Tenders including modifications, substitution or withdraw notices made pursuant to ITT Clause 24, in public, in the presence of Tenderers or their representatives who choose to attend and other parties with legitimate interest and Tender proceedings, at the place on the date and at time specified in the **Tender Data Sheet**. The Tenderers' representatives who are present shall sign a register as proof of their attendance.
- 24.2** Envelopes marked **WITHDRAWAL** shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 24 shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked or "**SUBSTITUTION**" opened and the submissions therein read out in appropriate detail.
- 24.3** All other envelopes shall be opened one at a time. The Tenderers' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, the presence or absence of Tender security, and such other details as the appropriate tender opening committee may consider appropriate, will be announced by the Secretary of the Tender Opening Committee at the opening.
- 24.4** Tenders or modifications that are not opened and not read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.
- 24.5** Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Tenderer's representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Tenderer's Tender.
- 24.6** No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT Clause 23.
- 24.7** The Secretary of the appropriate tender opening committee shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderers and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender Security or Tender Securing Declaration.
- 24.8** The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record.
- 24.9** A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request

- 25. Confidentiality** 25.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.
- 25.2 Any effort by a Tenderer to influence the Procuring Entity's processing of Tenders or award decisions may result in the rejection of his Tender.
- 25.3 Notwithstanding sub-Clause 26.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.
- 26. Clarification of Tenders** 26.1 To assist in the examination, evaluation, comparison of Tenders and post-qualification of the Tenderer, the Procuring Entity may, at its discretion, ask a Tenderer for clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered.
- 26.2 The request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of Tenders in accordance with ITT Clause 29.
- 26.3 From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tender it should do so in writing.
- 27. Preliminary Examination of Tenders** 27.1 Prior to the detailed evaluation of Tenders, the Procuring Entity will determine whether:
- a) The Tender has been submitted in the required format;
 - b) Any Tender Security submitted is in the required form, amount and validity period;
 - c) The Tender has been signed by the person lawfully authorized to do so;
 - d) The required number of copies of the Tender have been submitted;
 - e) The Tender is valid for the period required;
 - f) All required documents and information have been submitted;
- And
- g) Any required samples have been submitted.
- 27.2 The Procuring Entity will confirm that the documents and information specified under ITT Clause 12 and ITT Clause 13 have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.
- 27.3 The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer
- 27.4 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one that: a) Affects in any substantial way the scope, quality, or execution of

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

the Works;

- b) Limits in any substantial way, inconsistent with the Tendering documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- c) If rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

27.5 If a Tender is not substantially responsive, it will be rejected by the Procuring Entity, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

28. Correction of Errors

28.1 Tenders determined to be substantially responsive will be checked by the Procuring Entity for any arithmetic errors. Errors will be corrected by the Procuring Entity as follows:

- a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

28.2 The amount stated in the Tender will, be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited and the Tender Securing Declaration may be executed in accordance with sub-Clause 19.9.

29. Conversion to Single Currency

29.1 To facilitate the evaluation and comparison, the Procuring Entity will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to Kenya Shillings at the selling exchange rate established for similar transactions by the Central Bank of Kenya ruling on the date specified in the **Tender Data Sheet**.

30. Comparison of Tenders

30.1 The Procuring Entity shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 28.

30.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:

Making any correction for errors pursuant to ITT Clause 29;

Excluding provisional sums and the provision, if any for contingencies in the Bill of Quantities, but including Day work , where priced competitively ; and

Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with sub-Clause 24.5.

30.3 The Procuring Entity may waive any minor informality or non-conformity, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Tenderer. Variations, deviations, and a

the Tendering documents or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in Tender evaluation.

31. National Preference

31.1 There will be no national preference except to the effect and substance as contained in the **Tender Data Sheet**.

32. Determination of the winning evaluated Tender

32.1 The Tender with the highest combined technical and financial score evaluated from among those which are eligible, compliant and substantially responsive shall be the winning evaluated Tender.

33. Post-qualification of Tenderer

33.1 If specified in the **Tender Data Sheet**, post-qualification shall be undertaken.

33.2 The Procuring Entity will determine to its satisfaction whether the Tenderer that is selected as having submitted the winning evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in sub-Clause 13.3.

33.3 The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to sub-Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Tendering documents shall not be used in the evaluation of the Tenderer's qualifications.

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

E. Award of Contract

be substantially responsive to the Tendering documents and who has offered the winning evaluated tender Price, provided that such Tenderer has been determined to be:

- a) Eligible in accordance with the provisions of ITT Clause 3;
- b) Is determined to be qualified to perform the Contract satisfactorily;
- c) Successful negotiations have been concluded.

35. Clarifications

35.1 Clarifications may be undertaken with the winning evaluated tenderer relating to the following areas:

- a) A minor alteration to the technical details of the statement of requirements;
- b) Reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Tendering documents;
- c) A minor amendment to the Contract Data Sheet;
- d) Finalizing payment arrangements;
- e) Mobilization arrangements;
- f) Agreeing final delivery or work schedule to accommodate any changes required by the Procuring Entity;
- g) The methodology or staffing; or

Clarifying details that were not apparent or could not be finalized at the time of Tendering.

- 35.2** Clarifications shall not change the substance of the tender.
- 36. Procuring Entity's Right to Accept any Tender and to Reject any or all Tenders**
- 36.1** Notwithstanding ITT Clause 35, the Procuring Entity reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the Affected Tenderer or Tenderers.
- 36.2** Notice of the rejection of all Tenders shall be given promptly within 14 days to all Contractors that have submitted Tenders.
- 36.3** The Procuring Entity shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders, but is not required to justify those grounds.
- 37. Procuring Entities Right to Vary Quantities at the Time of Award**
- 37.1** The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Tendering documents (schedule of requirements) provided this does not exceed by the Percentage indicated in the **Tender Data Sheet**, without any change in unit price or other terms and conditions of the Tender and Tendering documents.
- 38. Notification of Award**
- 38.1** The Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period by e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Entity will pay the Contractor in consideration of the provision and maintenance of the Work(s) as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 38.2** The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT Clause 41 and signing the Contract

in accordance with sub-Clause 40.2

38.3 At the same time as the person submitting the successful Tender is notified, the Procuring Entity will notify each unsuccessful

Tenderer, the name of the successful Tenderer and the Contract

amount and will discharge the Tender Security and Tender

Securing Declaration of the Tenderer pursuant to ITT sub Clause

19.7

38.4 If, after notification of award, a Tenderer wishes to ascertain the

grounds on which its Tender or application for pre-qualification

was unsuccessful, it should address its request to the secretary of

the Tender Committee that authorized the award of contract. The

secretary of the Tender Committee shall, within fourteen days after

a request, provide written reasons as to why the Tender, proposal or

application to be pre-qualified was unsuccessful.

However, failure to

take this opportunity to clarify the grounds for rejection does not

affect the Tenderer's right to seek immediate review by the Public

Procurement Administrative Review Board under Clause 45.

39.1 Promptly, and in no case later than 14 days, after notification,

Procuring Entity shall send the successful Tenderer the Agreement

and Contract Data Sheet, incorporating all agreements between the

parties obtained as a result of Contract negotiations.

39.2 Within the period specified in the notification or Tender Data Sheet but not earlier than fourteen 14 days since notification of award of contract the successful tenderer shall sign and date the contract and return it to the procuring Entity.

39. Signing of Contract

40. Performance 40.1 within thirty 30days but after 14 days after receipt of the letter of

Acceptance, the successful Tenderer shall deliver to the Procuring



Security

Entity a Performance Security in the amount and in the form stipulated in the Tender Data Sheet and the Contract Data Sheet, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

40.2 If the Performance Security is provided by the successful Tenderer in the form of a Bank Guarantee or Insurance Bond, it shall be issued either:

- a) At the Tenderer's option, by a bank or insurance firm located in Kenya, or a foreign bank or insurance firm through a correspondent bank or insurance firm located in Kenya;
- b) With the consent of the Procuring entity, directly by a foreign bank acceptable to the Procuring entity.

40.3 Failure of the successful Tenderer to comply with the requirement of sub-Clause 41.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the Procuring Entity may make the award to the next winning evaluated tenderer or call for new Tenders.

41. Advance Payment

41.1 The Procuring Entity will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the Tender Data Sheet.

41.2 The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section X. For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the Procuring Entity's "Notice to Commence" as specified in the Contract Data Sheet.

42. Adjudicator

42.1 The Procuring Entity proposes the person named in the Tender Data Sheet to be appointed as Adjudicator under the Contract. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Contract Data Sheet at the request of either party.

F. Review of Procurement Decisions

43. Right to Review

43.1 A Tenderer who claims to have suffered or risk suffering, loss or damage or injury as a result of breach of a duty imposed on a Procuring Entity or an Approving Authority by the Public Procurement and Disposal Act, 2005 and the Public Procurement and Disposal Regulations 2006, the procurement proceedings or processes, may seek administrative review as prescribed by the Act. The following matters, however, shall not be subject to the administrative review:

- a) The choice of procurement method;
- b) a decision by the Procuring Entity to reject all Tenders, proposals or quotations;
- c) Where a contract is signed in accordance to Section 68 of the Public Procurement and Disposal Act, 2005;
- d) Where an appeal is frivolous.

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

- 44. Time Limit on Review**
- 44.1** The Tenderer shall submit an application for review in the number of copies and pay fees as prescribed by the Public Procurement and Disposal Regulations 2006 within fourteen (14) days of the time the Tenderer became or should have become aware of the circumstances giving rise to the complaint or dispute.
- 45. Submission of Applications for Review by the Public Procurement Administrative Review Board**
- 45.1** Any application for administrative review shall be submitted in writing to the Secretary, Public Procurement Administrative Review Board on Form RB 1 at the address shown in the Tender Data Sheet. The secretary to the review board shall immediately after filing of the request, serve a copy thereof on the Procuring Entity or Director-General as the case may be.
- 45.2** The application for administrative review shall be in accordance with the requirements of Regulation 73 of the Public Procurement and Disposals Regulations, 2006, including:
- a) Reasons for the complaint ,including any alleged breach of the Act or Regulations;
 - b) An explanation of how the provisions of the Act and or Regulation has been breached or omitted, including the dates and name of the responsible public officer, where known;
 - c) Statements or other evidence supporting the complaint where available as the applicant considers necessary in support of its request;
 - d) Remedies sought;
 - e) Any other information relevant to the complaint.
- 46. Decision by the Public Procurement Administrative Review Board**
- 46.1** The Administrative Review Board shall within thirty days after receipt of an application for administrative review deliver a written decision which shall indicate:
- a) Annulling anything the Procuring Entity has done in the procurement proceedings, including annulling the procurement proceedings in their entirety;
 - b) Giving directions to the Procuring Entity with respect to anything to be done or redone in the procurement proceedings;
 - c) Substituting the decision of the Review Board for any decision of the Procuring Entity in the procurement proceedings;
 - d) Order the payment of costs as between parties to the review.
- 46.2** The decision made by the Review Board shall, be final and binding on the parties unless judicial review thereof commences within fourteen (14) days from the date of the Review Board’s decision.
- 47. Appeal on the decision of the Review Board**
- 47.1** Any party to the review aggrieved by the decision of the Review Board may appeal to the High Court and the decision of the High Court shall be final.

SECTION III: TENDER DATA SHEET

Tender Data Sheet (TDS)**Instructions to Tenderers Clause Reference**

TDS Reference Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. INTRODUCTION		
1.	1.1	The Procuring Entity is: Baringo County Government.
2.	1.1	Name of Project is: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 24NO. 12METER STEEL POLE FOR FLOODLIGHTS AT THE BARINGO COUNTY GOVERNMENT
4.	1.3	3. 1.2 The expected completion date of the works is 3 months but should not exceed 6 months. The Objective of the Projects are .IMPROVEMENT OF LIGHTING TO ENHANCE SECURITY WITHIN THE COUNTY
5.	3.1 a)	This invitation to tender is open to Registered Electrical Contractors who shall demonstrate the required technical and financial capability to undertake the envisaged project and who have undertaken similar project of similar magnitude in the last five years.
		b) Tender Security shall be in the amount of Kenya Shillings 100,000.00 in form a Bank Guarantee or approved insurance company in the format provided in the tender document
6.	5.2	Alternative time for completion- tenderers shall be expected to submit their work programs and may propose alternative completion periods
7.	7.5	The minutes of the pre-Tender meeting will be transmitted within [<i>five(5 days)</i>]
8.	7.6	Non-attendance at the pre-tender meeting will result in disqualification
B. Tendering Documents		
9.	8.2	The number of copies to be completed and returned with the Tender are:- One ORIGINAL and One (1) COPY
12.	8.2	Period to Respond to request for clarification by the Procuring Entity [<i>2- days</i>]
		Period Prior to deadline for submission of Tenders, for Tenderers to request clarification [<i>ten (10) day</i>]



C. Preparation of Tenders		
13.	11.1	Language of Tender and all correspondence shall be <i>English</i>
14.	12.1	<p>Other information or materials required to be completed and submitted by Tenderers :</p> <p>Tenders shall be submitted in a two envelope systems (Envelope A Technical Submission and Envelope B financial Submission) the two sealed envelopes shall then be sealed in an outer envelope bearing the tender number and name and a statement „</p> <p>Envelope A shall contain the Technical submission and shall be clearly</p> <p>Envelope A – Technical Submission. Envelope A shall contain NO</p> <p>indication of the tender price or other financial information of the bid and: -</p> <ol style="list-style-type: none"> a. Shall have a table of contents pages clearly indicating Sections and Page Numbers clearly indicated. The various sections shall be highlighted and arranged in the format below b. Shall have <u>pages in the whole document numbered in the correct sequence</u> and all pages MUST be initialed. THIS IS A MANDATORY REQUIREMENT AND TENDERS WITHOUT PAGE NUMBERS SHALL BE DISQUALIFIED.
marked		

Section	Requirements
1. Profile	<ul style="list-style-type: none"> • Particulars of Tendering Company including the Company background, Statutory registration documents e.g. VAT & PIN Certificate, and a Valid /Current Tax Compliance certificate(TCC3) for Kenyan Companies (MANDATORY) • Duly filled and signed Confidential Business questionnaire and Anti-Corruption Declaration Commitment/ Pledge(MANDATORY) • A Valid and Current Ministry of Energy, Energy Regulatory Commission (ERC) Electrical contractor's license Class C and NCA 7 and above Certificate(Mandatory)
2. Manufacturer's Authorization	Original Manufacturer's Authorization Form in the format provided in the tender document - where the bidder is not the manufacturer (MANDATORY)
3. Tender Security	Original Tender Security is kshs 100,000.00 of the tender Sum in form of a bank Guarantee in the format provided in the Tender Document valid for a period of 150 days from date of tender opening (MANDATORY)
4. Experience	<p>Tenderers Experience In Similar works</p> <p>Provide evidence to demonstrate that the bidder and the bidder's proposed Sub-contractor(s), if any, have previously erected similar floodlights and have adequate technical knowledge and practical experience in the last 5 years (at least two).</p> <ul style="list-style-type: none"> • List and contact details of sites where the bidder

			<ul style="list-style-type: none"> • has installed similar floodlights. Complete with brief description of project scope, contract value, and Contract period. Site Visit may be requested <p>Qualifications and Experience of Key Projects</p> <p>Staff proposed for the Project (Team Leader, Co-Team Leader, and other Engineers) Provide a list attach Curriculum Vitae in the format provided and attach certified copies of professional and academic certificates. The electrical engineers and technicians should also submit copies of their registration with the ERC</p> <ul style="list-style-type: none"> • Key equipment proposed for the works and evidence of ownership or lease (Provide a list and attach evidence of ownership or lease) 	
		<p>5. Technical Specifications and Technical schedules</p>	<ul style="list-style-type: none"> • A Sample of returnable LED Luminary Which should have a total of 150 wattage power consumption of luminaries .This sample will be returned after tender evaluation (MANDATORY) •The Manufacturers of all the major equipment to be supplied must have ISO 9001 or equivalent quality assurance Certification MANDATORY) • Detailed Specifications and information on a complete list of all of the flood lighting equipment and materials which the Contractor Intends to install (MANDATORY) • Detailed Information Brochures of the Pole main components and details of manufacturer and CE conformity certificate, schedule of technical particulars etc (MANDATORY). • Indicate country of Origin of the Flood lights MANDATORY) • Manufacturer's Warranty form MANDATORY} • Provide the drawings/Designs to show the dimensions of Columns and Brackets, the control panel/point and all its accessories. • The number of LEDs and LED Lumens should be above 140 for LEDs and 17000 for Lumens with a lifespan of over 50,000 Hrs (MANDATORY). • The preferred color is cool white, warm white • Indicate type, model (where applicable), dimensions and weight of the goods. • Luminaries shall include surge protection by means of a transient voltage suppression chip or equivalent designed to provide uniformity of lighting output in the event of LED failure. • Statement of Deviations. • Type test certificates for as per ISO • Statement of adherence to technical specifications. This should be in form of a clause-by-clause commentary on the Procuring Entity's Technical Specifications Demonstrating substantial responsiveness of the specifications, or 	

- a statement of deviations and exceptions to the Provisions of the Technical Specifications. 31

Tenderer's Technical Specifications shall not be a reproduction of the Procuring Entity's

Specifications. (Refer to clause 13 of the ITB) The schedule of deviations should be accompanied by a commentary of how they enhance the operational efficiency, cost effectiveness, maintainability, and durability, environmental and economic Advantages.

6. Methodology and work plan	Work plan for design, building, shipping, delivery, testing and commissioning in descriptive Gantt chart Format
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7. Under-takings	<p>A written undertaking:</p> <ul style="list-style-type: none"> (a) That the proposed components are of standard non-customized type, which is likely to remain, readily available throughout the working life of the installation at least for a Minimum of 50,000 Hrs.(MANDATORY) (b) to supply the poles accompanied by all necessary manuals from the original Manufacturer of each major component.
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SECTION III: TENDER DATA SHEET



		<p>the English language required to operate and maintain the monopoles and in three (3) copies for each of the following categories:</p> <p>-Operation, -Maintenance and Parts (MANDATORY)</p> <p>(i) Details of how the bidder intends to carry out their part of the obligations during the duration of Warranty (defects liability) period - 6months after commissioning (MANDATORY)</p>
	8. Defects liability period support plan	(NOTE: The manufacturer's engineer shall give a Minimum 6 months on site technical support as long as the Procuring entity has given notice to require Their presence. Thereafter, the manufacturer's engineer shall be availed on site within 48 hours of notification) (MANDATORY)
	9. Spare Parts	Recommended list of tools and Spares to be supplied with the monopoles for three year's preventive maintenance consumption after the 6 months Defect Liability period (MANDATORY)
	10. Financial Capacity	the bidder shall submit audited financial statements for the last 3 years . The bidder shall demonstrate access to, or availability of financial resources such as liquid Assets, lines of credit, other unencumbered real assets, and financial means other than any contractual advance payments to meet the cash flow
	11. Accompanying technical documents	Operator manuals, Maintenance manuals etc Any other item and information which the Tenderer considers may support His technical proposal. (MANDATORY)
	12. Information regarding litigation,	(Litigation history in the last ten years in the format provided) (MANDATORY)

Envelope B shall contain:

- i. Form of Tender.
- ii. Priced Bill Of quantities
- iii. Cost of spare-parts to be used for one year preventive maintenance after warranty period
- iii. Priced list of major spare parts, listed tools Accessories and consumables in the format provided in the tender document
- iv. Optional extras and cost, if any.

15	13.3	<p>Minimum qualifying criteria shall be 75% of the marks in the technical evaluation (Envelope A)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 75%; text-align: center;">EVALUATION ITEM</th> <th style="width: 20%; text-align: center;">Mark/points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td style="text-align: center;">Adherence to Technical Specifications (55 points)</td> <td style="text-align: center;">55</td> </tr> <tr> <td colspan="3" style="text-align: center;">(Only bids that meet a score of 70% in these criteria shall be considered)</td> </tr> </tbody> </table>		EVALUATION ITEM	Mark/points	1.	Adherence to Technical Specifications (55 points)	55	(Only bids that meet a score of 70% in these criteria shall be considered)		
	EVALUATION ITEM	Mark/points									
1.	Adherence to Technical Specifications (55 points)	55									
(Only bids that meet a score of 70% in these criteria shall be considered)											

SECTION III: TENDER DATA SHEET

		<p>2. Tenderer's technical capacity and experience (i) Equipment capacity (5 points) (ii) Personnel capability (5 points) (iii) Similar experience- List and evidence of similar contracts in the last 5 years for both manufacturer and bidder (7points) use format provided (IV) Sample of LED (8Points)</p>	25
		<p>3. Detailed after sales support plan and Warranty for Flood lighting systems</p>	5
		<p>4. Proposed program (work method and schedule) ⇨ for the whole of the Works presented in a chart format depicting organizational capability and experience for execution of similar projects</p>	5
		<p>5. Financial capacity of the Tenderer: Tenderer's financial performance based on Certified Audited Accounts for 2013 and 2014 and 2014-2015</p>	10
		TOTAL	100
16	13.4	In the case of joint venture each partner shall submit information required under Clause ITT Clause 13.4.	
17	16.4	The price shall be fixed	
18	17.1	The currency in which the prices shall be quoted shall be: Kenya Shilling or United States Dollars	
19	17.2	The authority for establishing the rates of exchange shall be Central Bank of Kenya. The applicable date for exchange rates for tendering and evaluation purposes is 28 days earlier than the final deadline for the submission of tenders.	
20	18.1	The Tender validity period shall be 150 days .	
21	19.1	The amount of Tender Security shall be kshs100,000.00 in the form of a bank Guarantee or approved insurance company in the format provided	
22	20.1	In addition to the original of the Tender, the Tenderer should submit an original and a copy of the Tender	
D. Submission of Tenders			
24	21.2 a)	Tenders shall be submitted to Tender Box located at AFC Building-Treasury along Kabarnet-Eldoret road	
25	21.2 b)	Project name Supply installation and Commissioning of 24No 12 Meter Galvanized Steel Pole and Floodlights for at the Baringo County Government- TO BE DISTRIBUTED IN VARIOUS TOWNS AND TRADING CENTRES WITHIN THE COUNTY. Tender number :	

SECTION III: TENDER DATA SHEET

26		22.1 The deadline for Tender submission is
27		2.3 The extension of the deadline for submission of Tenders shall be made not later than <i>7 days; normally not more than seven days</i> before the Expiry of the original deadline.
28		24.4 Expiry of Tender validity is 120 days from tender opening date
E. Opening and Evaluation of Tenders		
29		25.1 The Tender opening shall take place at: Baringo County Offices.
33		34.1 Post- qualification will <i>be undertaken</i> where County deems necessary
35		38.1 Percentage for quantities increase or decrease is <i>[25 percent]</i>
F. Award of Contract		
36		41.1 The amount of Performance Security shall be <i>[5% of the contract price]</i> in the form of a Bank guarantee for an equivalent amount in the format provided
37		42.1 The Advance Payment shall not be provided.
38		43.1 The proposed adjudicator for the project is: The chairman Chartered Institute of Arbitrators Kenya Branch

SECTION IV: GENERAL CONDITIONS OF CONTRACT

PREAMBLE TO GENERAL CONDITIONS

This Preamble, the General Conditions, the Special Conditions, Technical Specification, Employers and Contractors Drawings and Technical Literature, Schedules and Bills of Quantities and other documents constitute the Contract documents.

The clauses and sub-clauses mentioned here are from the FIDIC conditions of Contract for Mechanical and Electrical Works.

Commencement Date	Sub-Clause 1.1.1 (i) The date for commencement of the works is 14 days from the date of letter of notification by the employer subject to receipt of a letter of acceptance
The Employer	Sub Clause 1.1.12 The employer is: Baringo County Government P.O. Box 53-30100 Kabarnet
The Engineer	Sub-Clause 1.1.15 Chief Officer, Transport & Infrastructure P.O. Box 53-30100 Kabarnet.
Time for Completion	Sub-clause 1.1.35 The Time for Completion from the Commencement Date will be agreed at the time of tender award
Contractor's Profit	Sub-Clause 1.6 The percentage to cover profit entitlement, where appropriate
Ruling Language	Sub-Clause 5.1 The version in English language (ruling language) shall prevail.
Day to day Communications Programme to be Furnished	Sub-Clause 5.2 The language for day to day communications is English & Kiswahili. Sub-Clause 12.1 The Programme must be submitted in the form of GANTT Chart and Method Statement.
Electricity, Water, Gas and Other Services	Sub-Clause 14.3 Supplies on the site are: a. Electricity: Shall be supplied by the Employer b. Water: Shall be supplied by the Employer c. Other Services: The Employer shall not provide any other services.
Employer's Equipment	Sub-Clause 14.4 The Employer will not avail for use by the Contractor any equipment

The normal working hours are 0800Hours to 1700Hours Monday to Friday any other times must be authorized by the employer

Delay in Completion

Failure to meet the Time for Completion entitles the Employer to reduction in Contract Price as follows:

Kshs. 1,000.00 per day
Maximum Kshs. **NO LIMIT**

Prolonged Delay

Maximum amount recoverable from the Contractor by the Employer: 110% of the value of uncompleted work.

Terms of Payment

In addition to the provisions under Clause 33, the terms of payment shall be on the basis of payment Schedule (if any) annexed to this Preamble.

Payment in Foreign Currencies

Payment in foreign currencies shall be arranged as follows:
Shall be in US DOLLARS or equivalent

Rates of Exchange

The rates of Exchange for the purpose of the Contract are: Not Applicable.

Payment against Provisional Sums Minimum Liability

The percentage to be applied to Provisional. Nil

The maximum liability of the Contractor to the Employer shall be Contract sum.

Insurance of Works

The deductible limits in the insurance cover of the Works shall not exceed 10%

The additional risks to be insured are:
110% of the value of loss of damage

Third Party Liability

The amount of insurance against third party liability taken out by the Contractor shall be reasonable.

Payment on Termination for Employer's Default

The additional amount payable by the Employer on termination shall not exceed : **Kshs.100,000.00**

Labour, Materials and Transport

The method of Calculating adjustments for changes in costs shall be: Adjustments for changes in the cost of labour, materials, transport or other costs shall not be allowed.

The address of the Employer for notices is:

**THE GOVERNOR
BARINGO COUNTY GOVERNMENT**

P. O. BOX 53-30400 KABARNET

Applicable Law

The applicable law is the laws of the Republic of Kenya.

**Procedural Law for
Arbitration**

The Procedural Law for arbitration is the laws of the Republic of Kenya.

PART II – SPECIAL CONDITIONS OF CONTRACT

The Conditions of Contract comprise the “General Conditions of Contract” and the following “Special Conditions of Contract” which include amendments and additions to the “General Conditions of Contract” and the Special Conditions of Contract.

The provisions in the “General Conditions of Contract” shall apply unless modified in Sub-Section 3.3: special Conditions of Contract”.

(The Clauses referred to in Part II – Section A are those where the provision in the General Conditions (Part I) refer to an alternative solution to be stated in Part II. The provisions in the General Conditions will apply unless an alternative solution is given in Part II – Section A.)

Table 3.1

Serial No.	General Conditions Clause No.	Brief Description	Modification
01	1.1.12	Employer	The Employer shall be: The County Government of Baringo P. O. Box 53-30400 Kabarnet
02	1.1.15	Engineer	The Engineer shall be: Chief Officer, Transport & Infrastructure P. O. Box 53-30100 Kabarnet.
04	1.1.11	Defects Notification Period	The Defects Notification Period shall be 6 months.
05	4 (Sub-clause 6.6.)	Operation & Maintenance Manuals	Operation and Maintenance Manuals shall be in English language.
06	9.0	Price Variation	9.1 Contract price variations shall not be allowed for contracts not approved by tender committee. 9.2 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price. 9.3 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
07	10.1	Performance Security	Performance Security shall be 5% of the Contract sum in the form of a bank guarantee in the format provided
08	Invitation	Tender Validity Period	The Tender shall remain valid for a period of 120 days from the date of submission.
09	25.1	Time completion for	The time for completion shall be agreed at the time of Tender Award. <i>The scope of work shall include:</i> 1. This part of the contract shall comprise the supply delivery, erection, testing, commissioning and setting to work of all electrical engineering installation works as detailed in these specifications and the accompanying contract drawings. 2. The contractor shall include all apparatus and

PART II – SPECIAL CONDITIONS OF CONTRACT

			appliances not particularly called for in this specification or on the contract drawings but which are necessary for completion and satisfactory function of the contract works. No claim for extra payment shall be entertained from the contractor due to his failure to adhere to the above requirement.
10	26.3	Earlier Completion	There will be no extra sum paid for partial or full completion earlier than the stated Time for Completion.
11	-	Currency of Payments	Shall be Kenya Shillings or US Dollars.
12	-	Sufficiency of Contract Prices, Materials, Labour, Programme etc	<p>a) The Contractor shall be deemed to have obtained all necessary information as to the conditions of working at the site in the Baringo County and have obtained all necessary information on all matters and things that may in any way influence them in making his Tender and completing the Schedules and to have satisfied himself as to the risks, obligations and responsibilities to be undertaken in entering into the Contract.</p> <p>b) The Contractor is deemed to have inquired into and satisfied himself as the sources of supply, the sufficiency of and the means of obtaining and transporting all plant, materials, labour, fuel, water, electricity and other things required for or in connection with the work and to have considered all matters as possible contingencies affecting the execution and completion of the work</p>
13	-	Bribery	<p>Any commission, advantage, gift, gratuity, reward or bribe given, promised or offered by or on behalf of the contractor or his agent or servant or any other person on his or their behalf to any officer, servant, representative or agent of the Employer shall be in addition to any criminal liability which may be thereby incurred subject to the Contractor to the cancellation of this and all other contracts which he may have entered into with the Employer of any loss or damage resulting from such Cancellation</p> <p>The Employer shall be entitled upon a certificate in writing of the Engineer to deduct the amounts so certified from any monies otherwise due to the Contractor recover the said amounts as a debt due or partly the one and partly the other as the Employer shall deem advisable.</p>
14	-	First Aid Facilities	The Contractor shall provide and maintain on the Site adequate and easily accessible first aid facilities for treatment of all personnel and work-people in case of accidents during the execution of the works under the Contract and such equipment as may be required in any relevant laws and regulations for the time being in force.

PART II – SPECIAL CONDITIONS OF CONTRACT

			A sufficient number of the Contractor's employees shall be fully qualified in first aid so that a person so qualified is immediately available in case of accident at any time and at any place and the persons so designated shall be promptly carried out. The Contractor shall provide, maintain and at all times carry a suitable first aid kit in each of his supervisory transport vehicles.
15	-	Fire Prevention and Fire Fighting	The Contractor shall take necessary precautions to prevent any damage due to fire. The precautions shall include but not limited to the installation and maintenance of fire extinguishers in key positions in or near the buildings. Such arrangements shall be subject to the approval of the appropriate fire service officer.
16	-	Regulations and site Discipline	The Contractor shall obey all Government of Kenya, Local authority and Kenya Ports Authority regulations and all other regulations which may from time to time require his observance and he shall instruct his agents, servants and other employees to obey such regulations; the Contractor shall be responsible for keeping discipline of the Site.
17	-	Register of Employees	The Contractor shall keep on the site a detailed register in the form required by the Engineer of all persons employed upon the Works, including Sub-contractors and their employees, containing the names, usual and temporary address, trade and rate of pay of each such person. The register shall be available for inspection by the Engineer whenever required.
18	-	Disorderly Conduct etc	The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same and shall not interfere with members of any authorized Police Force who shall have free and undisputed access at all times to any part of the Works in the performance of their duties.
19	-	Consent by Authorities	The contractor shall obtain and fill in all notices and forms required by the Authorities and shall obtain all consents where necessary for the various works being executed and shall pay all fees in connection therewith.
20	-	Declaration Against Waiver	The condonation by the Employer of any breach or breaches by the contractor or an authorized Sub-Contractor of any of the stipulations and conditions contained in the Contract shall in no way prejudice, or effect or be construed as a waiver of the Employer's rights, powers and remedies under the Contract in respect of any breach or breaches aforesaid.

SECTION V: TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR 1NO. 12M GALVANIZED POLE FLOODLIGHTS AT THE BARINGO COUNTY

Description

This work consists of furnishing, installing, and testing 1NO. Complete 12M Pole lighting system comprised of foundations, Galvanized steel pole lighting standards with 4 way flood light circular arm base assembly and an electrical control and distribution system, and all incidentals for flood lighting in accordance with these specifications.

Materials

The Contractor shall submit information on a complete list of all of the flood lighting equipment and materials which the Contractor intends to install. This list shall include, but is not limited to, the following:

1. Light standards, anchor bolts and grounding system;
2. Lowering device;
3. Luminaire mountings including aiming diagrams;
4. 150 watt LED Luminaries'/ lamps and shielding;
5. Control panels
6. Cables, splicing and termination devices;
7. Conduits, conduit bends and splices, and electrical bushings;
8. Fuse holders, fuses and cable disconnect devices;
9. Lighting Control Centre including enclosure, breakers, switches, conductors, relays, Lightning arresters and ground system;
10. Wiring and connection diagrams of all cabinets, circuits, luminaires, and controls;
11. Pull boxes and splice boxes;
12. Secondary Service Pedestals;
13. Concrete Foundation Pads.

The Contractor shall furnish copies of all **certificates of compliance** supplied by the manufacturer of the equipment. This equipment includes, but is not limited to, the following:

1. Luminaire support. system
2. Flood light pole standards
3. Electrical conductors and cable
4. Circuit breakers
5. Photoelectric cells
6. LED Luminaires/ lamps and shielding
7. Warning lights/Systems
8. Grounding system (10 ohms or less)
9. Anchor bolts
10. LED Luminaire photometric data in IESNA format

Annexure – A

Supply Part:

Height of Galvanized Steel Poles: **12M**.

Material of construction: Galvanized pipe glass B.

Thickness of sections: Top/bracket: 1.5"D, Middle: 4"D, Bottom: 6"D as per attached diagram



Galvanized poles structure is presenting Good visual appearances.

Construction part:

Excavation of foundation to prepare fare face formwork for the foundation ready to cast insitu reinforced concrete for Poles and, Excavation of cable trenches and ducts to prepare for power supply cable

Annexure – B

Control Gear

Control gear shall be for operation at 415V AC., three phases, 50 Hz. The ballast shall be electronics specially selected for use on the type of lamps used and lamps shall be able to start with at least $\pm 10\%$ variation of nominal voltage and continue in normal operation with dips of up to 20% for up to four seconds duration.

Control gear losses shall not exceed 10% of normal lamp wattage. Ripple frequency suppression device shall be provided. The power factor shall be compensated to at least 0.9 lagging. Ballasts shall be copper wound with insulation of Class F.

Lamps

The lamps shall be patented all in one design 4x150 watts LED (light emitting diode) light.

The LED light shall have the following features:

- CREE XPE LED chips, outstanding energy saving performance
- Patented power supply technology, electricity surge and overheating auto- protection
- Patented heat dissipation technology, 50,000 hours long life with minimum luminous decay
- Universal input voltage, AC/DC both work without any adapter or transformer
- High power factor to minimize total harmonic distortion
- Instant start and flicker free to reduce the eye strain
- Very even light distribution and high uniformity, no glare to eyes
- Good color rendering, vivid colors under the light
- ISO9001, CE, UL, RoHS certified.
- 5 to 10 year warranty

Specifications

Power consumption: 150W or lesser wattage as may be approved by the Engineer.

Whole lamp efficiency: 150 watts,17000Lm and over 140 LEDs
Color temperature: 4000K (warm white)/6000k (pure white)
Color rendering \geq Ra80
Working life \geq 50000hrs
Luminous decay :< 10% in10000hrs and <20% in50000hrs
IP class: IP65 or IP67
Insulation class: Class I or II
Working temperature:-40Cto +60C
Working humidity: 10%-95%
AC input: 80-315Vac
DC input: 80-400Vac
Power factor :> =0.98

N.B. *Returnable Samples of these Floodlight Must be Submitted by all Tenders*

Galvanized poles, General

The poles for street /market lighting shall be the type incorporating a lantern carriage which can be raised and lowered by using a winch in the base of the pole. The columns shall present an aesthetically good, slim visual appearance.

Galvanized pipe/ steel shall have adequate corrosion resistance to chlorides in any the atmospheres or equal to Engineers approval.

The columns shall be hot dipped galvanized as per attached Specifications/Diagrams.

Galvanized columns supplied not exceed 15 m in length. They columns shall be in the standard production range of the manufacturer. Each pole/column shall have the facility of raising and lowering the luminaire carriage by means of a winch and wire ropes. The winch shall be built into the base compartment of the pole.

Provision for earthing the poles shall be provided by means of a stainless steel or brass stud with nuts and washers fixed to the main body of the pole structure in the base compartment.

Each pole shall be provided with effective means of lightning protection. The base flange shall be manufactured from steel plate free from lamination. The shaft shall penetrate the full depth of the base plate and shall be welded above and below using an approved method.

Base Compartment

An access opening to the base compartment in each poles shall be provided. The door to the opening shall be mounted by means of a substantial lug and secured at the top by a recessed socket head screw.

Baseboard shall be provided for mounting electrical control equipment, power receptacle and winch. The cable entry to the base compartment shall be from a central hole in the base flange.

Head Frame Assembly

The head frame assembly shall be made of welded steel construction and hot dipped galvanized. Pulley wheels for the hoist rope and power cable shall be made of cast aluminium alloy or equal to be approved and shall be large diameter, and shall, as a minimum, suit the recommended bending radii of the power cable.

Close fitting removable guards shall be provided over the pulley wheels to ensure the correct location of the steel wire rope and power cable in their grooves when operating either in loaded or slack condition.

The shaft on which the pulley wheels revolve shall be of approved type corrosion resistant material. The shaft shall be positively secured in the head frame assembly to prevent rotation. Lubrication, if required, shall be for the lifetime of the pulley assembly. Separate pulleys shall be provided for the cable and the wire ropes. It shall be ensured that the wire rope and the power cable are separated before entering the pulleys by means of guards or other mechanisms. The assembly shall be arranged to fit on to the top of the mast and an approved arrangement shall be provided for locking it to the mast and to prevent rotation about the mast.

The head frame shall be covered by a canopy of spun aluminium, galvanized and painted or stainless steel or equal to the Engineer's approval. The canopy shall be fixed to the head frame by stainless steel bolts. The whole of the head frame assembly shall be designed and constructed for operation over the life of the pole without the necessity for any maintenance.

Luminaire Carriage

The luminaire carriage shall be of robust construction, keeping the number of individual components to a minimum. The frame of the carriage shall be capable of being fitted to and removed from the pole after erection of the pole.

Each carriage shall be designed to carry **4NO. 150W Power LED** luminaires required for the specified lighting including accessories, cable junction box.

The luminaire carriage shall be of steel construction and hot dip galvanized, in the form of a ring or regular polygon, split on diameter. The required number of pre-drilled mounting plates designed for attaching the luminaires, accessories and wireless access points shall be welded to the luminaire carriage prior to galvanizing.

The luminaire carriage shall be designed for raising and lowering the entire height of the pole. It shall be suspended from two or three steel wire ropes. Any loads needed for balancing shall be included in the Contract and shall be of an inconspicuous design

.The carriage shall be arranged in such a way that it aligns firmly against guides and stops when in the service position.



The luminaire carriage shall have provision for supporting and gripping the weight of the electric supply cable without causing damage to the cable. It shall be ensured that the cable will not make any abrading contact with the cable suspension point or other components at any time. Approved rubber/PVC/brass bushes shall be provided where the cable comes into contact with sharp edges.

Approved weatherproof glands shall be provided for termination of cables.

Electrical Wiring

A terminal junction box shall be fixed on the luminaire carriage. It shall be constructed from corrosion resistant material such as aluminium alloy or equal to be approved by the Engineer, and shall be completely weatherproof, min. IP 66 to BS EN 60529. It shall contain a fixed terminal block provided with sufficient number of terminals of the correct size to accommodate all cores of the cable. Connections from the terminal box shall be by heat resistant cable via a flexible metal duct provided between luminaires and the terminal box. All cable cores shall be clearly identifiable at their point of connection preferably by numbers (size of cable: 2.5 mm² x 3 core). Terminal junction boxes not integral parts of the luminaires shall have ingress protection of IP 66. Only cables with copper conductors shall be accepted.

The Poles shall be fitted with a distribution- or junction box mounted inside the base compartment on the baseboard. The box shall be min. IP 65 to BS EN 60529 and shall contain terminals for receiving power supply cables from the apron lighting switchboards and for the outgoing cables, and protection devices for sub circuits for socket outlet and for constant supply to obstacle lights and data communication access points.

The box or cabinet shall be provided with fixing holes to attach to the baseboard. 1 no. 16 A industrial type 3-pin socket outlet for the portable electric winch power unit shall be mounted on the baseboard next to the distribution box.

Foundation

The anchor bolts shall be supplied complete with anchor plate for casting into the foundation. The anchor bolts shall measure 12*M30*3000mm manufactured from guaranteed performance high tensile steel Grade Fe510C minimum. A precision made steel template of steel Grade Fe430C with tube holes shall be used to ensure the correct vertical and horizontal bolt alignment. The Contractor or his sub-supplier shall, taking into consideration the soil conditions at site, the wind loading and the foundation bolts supplied, submit a foundation design calculation showing all details such as length and diameter of bolts, etc.

**TECHNICAL SPECIFICATIONS FOR 1NO 12M
GALVANIZED POLES FLOODLIGHTS**

Construction Requirements

Contractor's Lighting Design

The Contractor shall design the harbour lighting based on 150W power LED luminaires and verify his design by calculating all the lighting parameters for which values are required by standards and these specifications.

Construction Tolerances, Visual Appearance

The lighting Poles will be visually conspicuous and shall not adversely disturb the architectural features of the buildings. The Contractor shall select best type of columns which will fulfill the requirements to strength, stability and safety factors set out in the referenced standards and yet be acceptable to the Engineer.

The arrangement of luminaires and accessories on the individual poles shall be selected to give the most symmetrical visual impression possible within the limits given by the requirements to light distribution and - quality.

Testing And Commissioning

Testing, inspection and commissioning shall be in accordance with appropriate standards. The system of the raising and lowering which is used for this project should be tested on the same pole or similar pole in the factory to satisfy the performance of the system.

The **Employers Representative** shall visit the manufacturer's plant to ensure that the product will be fabricated as per the specifications. The supplier shall facilitate the visit.

SECTION VII: DRAWINGS

DRAWINGS

The contractor shall supply the drawings for 1 complete unit of 12M high galvanizes poles, brackets and **control** points and shall include control circuits and other necessary accessories for its operation.

RECORD DRAWINGS

The Sub-Contractor shall keep on site, at all times a complete set of the drawings related to this contract and as the Contract works are proceeded with, indicate in red color on such drawings, any variations to the Contract drawings.

On completion of the Contract works, the Contractor shall furnish to the Engineers two SOFT copies and three hard copies prints of the drawings showing the Contract works as installed or fitted, or such other drawings and operating instructions for equipment as may be required.

The size and scale of any drawing shall generally be the same as the original contract drawings unless otherwise specified by the Engineer. On completion of the drawings they shall be endorsed with statement, "This drawing is a True and accurate record of the work

Carried out at "**PROPOSED FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF 24NO 12M GALVANIZED POLES FOR HIGH FLOODLIGHTS AT THE
BARINGO COUNTY**"

And signed by the Contractor.

The contract will not be considered complete until "As Installed" Drawings have been produced and accepted by the Engineer

SECTION VIII: BILLS OF QUANTITIES

SCHEDULE NO I.CONTRACT PRELIMINARIES

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
1.	Employer's use of contractor's documents compliance with laws				
2.	Permits, license or approval. Contractor's general obligation				
3.	performance security				
4.	Setting out				
5.	Safety procedures				
6.	quality assurance				
7.	Rights of way and facilities				
8.	Avoidance of interference				
9.	Access route				
10.	Protection of the environment				
11.	Electricity , water and gas				
12.	Transport of tools				
13.	Security of the site				
14.	Contractor's operation on the site.				
15.	Health safety.				
16.	Supply of water				
17.	Samples				
18.	Testing				
19.	Indemnities				
Item	Description	QTY	Unit	Rate	Kshs
20.	Provide ,erect and maintain contract sign boards as directed by the engineer	1	Sum		
21.	Allow for maintenance of works for 12 months after completion	12	Month		
22.	Provide for cleaning up the site on completion		Item		
23.	Transport operation ,telephone and field operation expenses				
24.	Allow pc for re[pair and relocation of utility services				
25.	Allow pc sum for materials sampling and testing at an approved materials testing laboratory in compliance to satisfaction of the engineer.		Item		
TOTAL CARRIED TO SUMMARY PAGE					

SCHEDULE NO 2-SUB-STRUCTURES_

	<p><u>Excavations</u></p> <p>1. Excavation over site top soil average 200mm Deep load and cut away</p> <p>2.Excavation for based starting from stripped level to a minimum of 1.0 metres deep.</p> <p>3.Allow a provisional sum for strutting and planking to keep the excavation free from mud ,debris etc</p> <p><u>Disposal and filling</u></p> <p>4. Load surplus excavation materials and spread on site as directed by the project manager</p> <p><u>Concrete Works.</u></p> <p>5.0 100mm thick concrete blinding under foundations(mix 1:4:8)</p> <p>300mm Insitu vibrated reinforced concrete (mix 1:1:5.3) Grades 25 (20mm aggregates) in :- foundation bases</p> <p><u>TOTAL CARRIED FORWARD TO SUMMARY PAGE</u></p>	0.2	CM		
		0.3	CM		
		1	ITEM		
		0.5	CM		
		0.1	CM		
		0.3	CM		

SCHEDULE NO 3. SPECIFIC PRELIMINARIES

PROPOSED FLOOD LIGHTING PROJECT IN BARINGO COUNTY

Item	Description	Quantity	Unit	Rate	Kshs
	Supply and install test and commission the below listed electrical works .				
1.	Out door lighting				
	(a). 12 meters high flood lighting column /pole fixed with 4 way	1	NO		

	Flood light circular bracket/ Luminary carrier and wiring accommodate 4 no LED luminaries.				
	(b) 4x 150 watts LED lighting fittings on the bracket complete with all internal wiring in 2.5 mm ² 4 core cable and all accessories.	4	NO		
	(c). 6.00mm ⁴ core p.v.c/ SWAP/P.V.C armored underground cable (E.A.C) for distribution of power for the column from the existing power source (K.P.L.C) <u>TRENCHING AND EXCAVATION</u> Allow for excavation over Site top soil average 200m deep Load and cart away, excavate For base starting from striped Level to a minimum of 1 meter Deep of rocky , trenching, laying of the underground cable item above , tilling with HATARI labs and back filling of murrum , sand , and soft soil.		MTS MTS		
	(e) Transportation, testing , installation and commissioning (f) Lighting protection systems-copper conductors for lighting protection, surge protectors and Earth Electrode rods to downward conductor copper clamps as furse .		UNIT		
	(g) Control point/ panel in a suitable location with all the necessary switch gear.	1	NO		
	TOTAL SPECIFIC PRELIMINARIES CARRIED TO SUMMARY PAGE				

GRAND SUMMARY

Item	Description				Kshs
	SERVICE SUMMARY.				
A	SCHEDULE NO 1-CONTRACT PRELIMINARIES				
B	SCHEDULE NO 2.SUBSTRUCTURES				
C	SCHEDULE NO 3-SPECIFIC PRELIMINARIES				
	SUB-TOTAL FOR ERECTION OF 1 NO FLOOD LIGHT				
ADD	PROVISIONAL SUMS AT THE DISCRETION OF THE ENGINEER AS FOLLOWS				
1	ALLOW FOR CONTINGENCIES OF KSHS 20,000.00 SUM TO BE USED AT THE DISCRETION OF THE PROJECT MANAGER				10,000.00
2	ALLOW A PROFIT AND ATTENDANCE TO ELECTRICAL POWER UTILITY BY COMPANY KPLC...10%----				
3	ALLOW FOR PROVISIONAL SUMS Kshs. 15,000.00 FOR KPLC CAPITAL CHARGES TO BE USED AT THE DISCRETION OF THE PROJECT MANAGER				15,000.00
4	ALLOW FOR COUNTY GOVERNMENT PERMITS TO FOR DUMPING DEPRISE TO DUMPSITE				0.00
5	PROJECT MANAGERS EXPENSES ON SUPERVISION WORK				5,000.00
	SUB-TOTAL				
VAT	ADD 16% VAT				
	TOTAL FOR 1 NO FLOOD LIGHT				
	XFOR.....24NO. OF FLOODLIGHTS TAKEN TO FORM OF TENDER				

TOTAL AMOUNT IN WORDS:

.....

Tenderer's Name,Address and stamp.....

.....

Signature Date.....

PIN No.....VAT Certificate No.....

Witness.....Address.....

Signature of witness.....Date.....

SECTION IX:TENDER FORMS
A. Form of Tender

Date.....

To:



To: Sir/Madam:

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ,

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 24NO 12METRE MONOPOLES FOR FLOODLIGHTING LIGHTING AT THE VARIOUS SITES IN BARINGO COUNTY

in conformity with the said Tender documents for the sum of (IN WORDS).....
.....

(IN FIGURES)(.....*[total Tender amount in words and figures]*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to Execute the works in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 18.1 of the Tender Data Sheet, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____.

(Name)

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of _____

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address:

SECTION IX:TENDER FORMS

Appendix to Tender

Schedule of Adjustment Data

[In Tables A, B, and C, below, the Tenderer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion.

Table A. Local Currency

Index code	Index description	Source of index	Base value and date	Tenderer's related currency amount	Range of weighting Proposed by the Procuring Entity	Tenderer's proposed weighting
	Non-adjustable	—	—	—	a: _____* b: ----- to -----* c: ----- to -----* d: ----- to -----* e: ----- to -----* etc.	a: _____* b: _____ c: _____ d: _____ e: _____ etc.
Total						1.00

SECTION IX:TENDER FORMS

Table B. Foreign Currency

State type: [If the Tenderer wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Tenderer's related source currency in type/ amount	Equivalent in Foreign Currency 1	Range of weighting Proposed by the Procuring Entity	Tenderer's proposed weighting
	Non adjustable	—	—	—		a: _____* b: _____ to _____* c: _____ to _____* d: _____ to _____* e: _____ to _____* etc.	a: _____* b: _____ c: _____ d: _____ e: _____ etc.
Total							1.00

Table C. Summary of Payment Currencies

For[insert name of Section of the Works]

[Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Procuring Entity should insert the names of each Section of the Works.]

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Net Tender Price (NBP) $\frac{100 \times C}{NBP}$
Local currency _____		1.00		

SECTION IX:TENDER FORMS

Foreign currency # _____				
Net Tender Price				
Provisional sums expressed in local currency	*	*	*	
TENDER PRICE				

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

C. Confidential Business Questionnaire

A. Company details	Constitution or legal status of Tenderer: _____ [attach copy] Place of registration: [_____ insert] Principal place of business: [_____ insert] Plot No,..... Street/Road..... Postal address..... Tel No..... Fax Email..... Power of attorney of signatory of Tender: [attach] Registration certificate [attach] current Business License [attach]																						
B. Directors	State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Name</th> <th style="width:20%;">Nationality</th> <th style="width:40%;">Citizenship details</th> <th style="width:20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>			Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																				
1.																				
2.																				
3.																				
4.																				
C. Key equipment	Major items of Equipment proposed for executing the contract. List all information requested below.																						
	Description, make, and age (years)	Condition (new, good, Poor) and number available	Owned, leased (from whom?) or to be purchased (from whom?)																				
(a)																							
(b)																							
(c)																							
(d)																							

SECTION IX:TENDER FORMS

D. Similar works	1.3	Work performed as prime Contractor on works of a similar nature and volume over the last five years or as specified in the Tender Data Sheet in Kenyan Shillings. Also list details of work under way or committed, including expected completion dates.		
Project name and country	Name of client and contact person	Contractors Participation	Type of work performed and year of completion	Value of contract
(a)				
(b)				

E. Qualification and experience of key personnel	1.5	Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to sub-Clause 12.3 of the Instructions to Tenderers and Sub- Clause 10.1 of the General Conditions of Contract.
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Position	Name	Years of Experience (general)	Years of experience in proposed position
(a)			
(b)			

Use format of CV attached

1.6 Proposed sub-contractor and firms involved. Refer to Clause 7 of General Conditions of Contract.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

F. Financial reports	1.7	Financial reports for the number of years specified in the Tender Data Sheet.
	1.8	Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.
	1.9	Name, address, and telephone, e-mail address, and facsimile numbers of banks that may provide references if contracted by the Procuring Entity.

G. Litigation History	1.10	Information on current litigation in which the Tenderer is involved.
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Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

1.11 Statement of compliance with the requirements of sub-Clause 3.2 of the Instructions to Tenderers.

1.12 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Tendering documents.

H. Joint Ventures

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

2.3 Attach the power of attorney of the signatory (ies) of the Tender authorizing signature of the Tender on behalf of the joint venture.

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

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

3. **Additional Requirements**

3.1 Tenderers should provide any additional information required in the **Tender Data Sheet** or to fulfil the requirements of sub-Clauses 12.1 of the Instructions to Tenderers, if applicable.

We, the undersigned declare that

- a) The information contained in and attached to this form is true and accurate as of the date of Tender submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

Company Stamp / seal _____

Integrity Declaration**UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME**

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.
3.
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.
 - c) The successful Tenderer will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.
5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
6. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).



ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized
Signature.....

Name and Title of Signatory.....

D. Letter of Acceptance

[Letter head paper of the Procuring Entity]

[date]

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

This is to notify you that your Tender dated [date] for execution of the [*name of the Contract and identification number, as given in the Contract Data Sheet*] for the Contract Price of the equivalent of [*amount in numbers and works*] [*name of currency*], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We confirm that [*insert name proposed by the procuring entity*] to be the Adjudicator.

We accept that [*name proposed by Tenderer*] be appointed as Adjudicator.

Or

We do not accept that [*name proposed by Tenderer*] be appointed as adjudicator, and by sending a copy of this letter of acceptance to [*insert the name of the Appointing Authority*], we are hereby requesting [*name*], the Appointing Authority, to appoint the adjudicator in accordance with Clause 44.1 of the Instructions to Tenderers.

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

Please return the contract dully signed.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Form of Contract

E. Contract Data Sheet

This Agreement, made the..... day of, 2014] between
..... (hereinafter called “the Procuring Entity”) and
.....
(hereinafter called “the Contractor”) of the other part.

Whereas the Procuring Entity is desirous that the Contractor execute [**The Supply Installation testing and Commissioning of 24 No. 12metre High FLOODLIGHTS in Various Towns and Trading Centres in Baringo County.**] (hereinafter called“the Works”) with the objectives of *lighting improvement* and the Procuring Entity has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of(hereinafter called “Contract Price”).

NOW THIS AGREEMENT WITNESSES 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, and they shall be deemed to form and be read and construed as part of this Agreement;
2. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract;
3. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The Common Seal of _____

Was hereunto affixed in the presence of: _____
Signed, Sealed, and Delivered by the said _____

In the presence of: _____

Tendering Signature of Procuring Entity _____

Binding Signature of Contractor _____

