

NYERI COUNTY GOVERNMENT



DEPARTMENT OF TRANSPORT PUBLIC WORKS AND ENERGY

DIRECTORATE ENERGY

REHABILITATION AND REPAIR

OF

**HIGH MAST FLOOD LIGHT
IN**

NYERI COUNTY.

TENDER NO CGN/INF/63/2017-2018

BILLS OF QUANTITIES

FOR

REHABILITATION AND REPAIR OF HIGH MAST FLOOD LIGHTS

MARCH, 2018

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INTRODUCTION

- 1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (i.e. Buildings and associated Civil Engineering Works).
- 1.2 The following guidelines should be observed when using the document:-
- (a) Specific details should be furnished in the Invitation to tender and in the special conditions of contract (where applicable). The tender document issued to bidders should not have blank spaces or options.
 - (b) The instructions to bidders and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to bidders and special conditions of contract respectively.
- 1.3
- (b) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective bidders to decide whether or not to participate in the tender and shall indicate any important tender requirements
 - (c) The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to bidders who have been prequalified following a request for prequalification.
- 1.4 The cover of the document shall be modified to include:-
- I. Tender number.
 - II. Tender name.
 - III. Name of procuring entity.

SECTION I

INVITATION FOR TENDERS

Tender Name:
***REHABILITATION AND REPAIR OF
HIGHMAST FLOODLIGHTS WITHIN THE COUNTY***

- 1.1 The *County Government of Nyeri* invites sealed tenders for the **REHABILITATION AND REPAIR OF HIGHMAST FLOODLIGHTS WITHIN THE COUNTY**
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at *the County Procurement Office*, during normal working hours.
- 1.3
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (90) days from the closing date of tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and Reference Number and deposited in the Tender Box at the *County Secretary Office* or to be addressed to *(The County Secretary, County Government of Nyeri P.o. Box1112 -10100 Nyeri)* so as to be received on or before

A complete set of tender documents may be obtained by interested candidates from County Website **www.nyeri.go.ke**

12th April 2018 at 11:00 a.m.

1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at County Secretary's Boardroom.

1.7 There will be a mandatory site visit for all interested candidates on 6th April 2018

SECTION II:

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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CLAUSE

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INSTRUCTIONS TO BIDDERS

1. Mandatory requirements

1.1 The Employer as defined in the Appendix to Conditions of Contract invites bids for Works Contract as described in the bid documents. The successful bidder will be expected to complete the Works within the contract period inserted in the Form of Bid.

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1.2 Bidders shall include the information and documents indicated in THE APPENDIX TO INSTRUCTIONS TO BIDDERS, TENDER SUBMISSION CHECKLIST with their bids, unless otherwise stated:

1.3 The bidder shall bear all costs associated with the preparation and submission of the bid, and the employer will in no case be responsible or liable for those costs.

Bidders may obtain clarification during normal working hours at the office of the Director of Procurement

1.4 The bidder, at the bidder's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all

information that may be necessary for preparing the bid and entering into a contract for installation of the Works. The costs of visiting the site shall be at the bidder's own expense.

2. Bid Documents

- 2.1 The complete set of bid documents comprises the documents listed here below and any addenda issued in accordance with Clause 2.4 here below:-
- (a) The Instructions to Bidders
 - (b) Form of Bid
 - (c) Conditions of Contract and Appendix to Conditions of Contract
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities
 - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions of Contract.
- 2.2 The bidder shall examine all instructions, forms and specifications in the bid documents. **Failure to furnish all information required by the bid documents shall result in rejection of his bid.**
- 2.3 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or facsimile at the address indicated in the letter of invitation to bid. The employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of bids. Copies of the employer's response will be forwarded to all persons issued with bidding documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of bids, the employer may modify the bidding documents by issuing addenda. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or facsimile to all bidders. Prospective Bidders shall acknowledge receipt of each addendum in writing to the employer.
- 2.5 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the employer shall extend, as necessary, the deadline for submission of bids in accordance with Clause 4.2 here below.

3. Preparation of Bids

- 3.1 All documents relating to the bid and any correspondence shall be in English Language.
- 3.2 The bid submitted by the bidder shall comprise the following:-

- (a) The Bid;
 - (b) Priced Bill of Quantities
 - (c) Any other information required to be completed and submitted by bidders.
- 3.3 The bidder 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 bidder will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of bids, shall be included in the bid price submitted by the bidder.
- 3.4 The rates and prices quoted by the bidder shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Bids shall remain valid for a period of 90 days from the date of submission. However in exceptional circumstances, the employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing.
- 3.7 The bidder shall prepare one original of the documents comprising the bid documents as described in these Instructions to Bidders.
- 3.8 The original 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 Bidder. All pages of the bid document shall be stamped and initialed by the person or persons signing the bid.

Bidders shall satisfy themselves that the bid documents are complete.

4. Submission of Bids

- 4.1 The bid document duly filled and sealed in an envelope shall;-
- (a) Be addressed to the employer at the address provided in the Invitation to Bid;
 - [b] Bear the name and identification number of the Bid as defined In the Invitation to Bid; and
 - [c] Provide a warning not to open before the specified time and date for Bid opening.
- 4.2 Bids shall be delivered to the employer at the address specified above not later than the time and date specified in the Invitation to Bid.

- 4.3 The bidder shall not submit any alternative offers unless they are specifically required in the bid documents.

Only one bid shall be submitted by each bidder. Any bidder who fails to comply with this requirement will be disqualified.

- 4.4 Any bid received after the deadline for opening bids will be returned to the bidder.
- 4.5 The employer may extend the deadline for submission of bids by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

5. Bid Opening and Evaluation

- 5.1 The bids will be opened in the presence of the Bidders' representatives who choose to attend at the time and in the place specified in the invitation to bid.
- 5.2 The bidders' names, the total amount of each bid and such other details as may be considered appropriate, will be announced at the opening by the employer. The employer will also prepare minutes of the bid opening, including the information disclosed to those present.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of the Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the employer's officials, processing of bids or award decisions may result in the rejection of his bid.
- 5.4 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

Where there is a discrepancy between the amount in figures and the Amount in words, the amount in words will prevail; and

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

In the event of a discrepancy between the bid amount as stated in the Form of Bid and the corrected bid figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Bid shall Prevail.

The Error Correction Factor shall be computed by expressing the Difference between the bid amount and the corrected bid sum as a Percentage of the Corrected Builder's Work (i.e. corrected bid sum less P.C. and Provisional Sums).

The Error Correction Factor shall be applied to all the Work (as a Rebate or addition as the case may be) for the purposes of valuations For Interim Certificates and valuation of variations.

The amount stated in the bid will be adjusted in accordance with the Above procedure for the correction of errors and with concurrence of The bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, the bid may be rejected And the second lowest bidder as evaluated shall be awarded.

- 5.5 To assist in the examination, evaluation, and comparison of bids, the employer at his discretion, may request [in writing] any Bidder for clarification of the bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by facsimile but no change in the bid price or substance of the bid shall be sought, offered or permitted.
- 5.6 The bidder shall not influence the employer on any matter relating to his bid from the time of the bid opening to the time the Contract is awarded. Any effort by the bidder to influence the employer or his employees in his decision on bid evaluation, bid comparison or Contract award may result in the rejection of the bid.

6. Award of Contract

- 6.1 The award of the Contract will be made to the bidder who has offered the lowest evaluated bid price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of Contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.
- 6.3 The bidder whose bid has been accepted will be notified of the award prior to expiration of the bid validity period in writing or by facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security and signing the Contract Agreement.
- 6.4 The Contract Agreement will incorporate all agreements between the employer and the successful Bidder. It will be signed by the employer and sent to the

successful bidder, within 30 days following the notification of award. Within 21 days of receipt, the successful bidder will sign the Agreement and return it to the Employer.

- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.

SECTION III:

APPENDIX TO INSTRUCTIONS TO BIDDERS

APPENDIX TO INSTRUCTIONS TO BIDDERS.

1. Notes on the Appendix to Instructions to Bidders

The following appendix to instructions to bidders shall complement or amend the provisions of the instructions to bidders (section II).

Whenever there is a conflict between the provisions of the instructions to bidders and provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions.

2. Format of RETURNING the Tender Document

The duly filled Tender document shall be returned with the pages following each other as it was bought. NO PLUCKING OF PAGES OR INSERTION OF ANY PAGE OR DOCUMENT(S) in between.

All attachments requested in the tender documents and those which the bidder considers to submit SHALL BE ATTACHED at the back of the bought/ main tender document. Dividers may be used to separate and indicate the attachments submitted.

Any disarrangement in the bought tender document, plucking out or insertion referred above will lead to automatic disqualification

3. TENDER SUBMISSION CHECKLIST

This order and arrangement shall be considered as the Tender Submission Format. Tenderer's shall tick against only item which they have provided.

NO.	ITEM	Tick where Provided
3.1	Bid Bond – at 2% of the tender sum in form of	

	Banker's Cheque, Bank Guarantee or security from a reputable bank	
3.2	Dully filled form of bid and appendix to form of bid	
3.3	Copy of registration/incorporation certificate – certified by a Magistrate Court or Commissioner of Oaths	
3.4	Copy of Valid Tax Compliance Certificate	
3.5	Copy of PIN certificate	
3.6	Dully filled Confidential Business Questionnaire	
3.7	Copy of CR12 search showing list of Directors	
3.8	Copy of Registration certificate from the National Construction Authority	
3.9	Certified Audited Financial Statements for the last FIVE years	
3.10	Letter of reference from the firm's bankers about credit worthiness	

NO.	ITEM	Tick where Provided
3.11	List and reference letters from clients to which the company has done similar works for the last 5 years	
3.12	List of major items of Contractor's equipment to be directly assigned for carrying out the works during the contract period including copies of log books	
3.13	List of work performed as Main Contractor on works of similar nature and volume over the last 5 years (Attach a copy of completion certificate for each of the completed works and works program for the ongoing projects)	
3.14	Dully filled Bills of quantities	
3.15	Dully filled Bid questionnaire	
3.16	List of key personnel proposed for this project	
3.17	Copy of Certificates of Good Conduct from the Kenya Police for at least 5 staff members	
3.18	Details of Physical address and contacts with copy of title, lease document or latest utility bill	
3.21	Copy of registration certificate from the Energy Regulatory Commission (ERC)	
3.22	Signed certificate of Tenderer's site visit	
3.22	Any other document or item required by the tender document	

4. Validity of the tender

120 days after the date of Tender Opening

5. The number of tender documents to be completed and returned is

THREE (one original and one copies)

6. The Address for clarification/Receiving of Tender Document is

The County Security
County Government of Nyeri
P.O. Box111271 - 10100,
Nyeri

Note: Bulky tenders which will not fit in the tender box shall be Delivered to the procurement Unit at the county headquarters.

7. The Tender opening shall take place at:

Street address:

Building: COUNTY HEADQUARTERS along Kenyatta Road

Town: NYERI

Country: KENYA

Date: 12th April, 2018

Time: 10.00 a.m.

8. EVALUATION AND COMPARISON OF TENDERS

The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.

a) Mandatory Requirements (MR)

The following requirements MUST be met by the tenderer

NO.	Requirements	Responsive or Not Responsive
MR1	Must submit a Tender security in the format provided	
MR2	Must fill the form of Tender in the Format provided	
MR3	Must submit a certified copy of registration/ incorporation certificate	
MR4	Must submit a copy of Valid Tax Compliance Certificate	
MR5	Must submit a Copy of PIN certificate	
MR6	Must submit a duly filled up Confidential Business Questionnaire in Format Provided	
MR7	Must submit a Copy of CR12 search showing list of Directors	
MR8	Must submit a copy of registration Certificate from the National Construction Authority and must be in category NCA1	
MR9	Must submit a copy of registration certificate from the Energy Regulatory Commission and must be in category A1	
MR10	Certificate of site visit	

NOTE

At this stage, the Tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further

b) Mandatory Technical Specifications Requirements (TSR)

The following technical specifications requirements MUST be met by the tenderer

NO.	Item	Requirements	Responsive or Not Responsive
TSR1	Technical proposal	Site organization	
		Method statement	
		Mobilization schedule	
		Construction schedule	
TSR2	Technical/work drawings (3	High mast polygonal section	
		Mast head frame	
		Luminaire carriage system	
		Burglar proof metal control pillar	
		Foundation anchor bolts	
TSR3	Brochures	Light fittings brochures	
		Control components brochures	
		High mast brochure	
TSR4	Manufactures certificates	Manufacturers certificate of conformity	
		Manufactures authorization certificate	

NOTE

At this stage, the Tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further

c) Technical Capacity Scores (TCS)

This section (Technical capacity Evaluation) will be marked out of 100 and will determine the Technical capacity Score (TCS)

i) personnel

The bidder must demonstrate that it has the personnel for the key position that meet the following requirements:

No.	position	Total work Experience (Years)	Weighting score
1.	Project Manager (Bsc. Civil Engineering)	20	5
2.	Deputy project manager (Bsc. Electrical Engineering)	15	4
3.	Mechanical Engineer	10	4
4.	Civil / Structural Engineer	5	4
5.	Electrical Engineer	5	4
6.	Engineering Assistant (Mechanical) (Diploma in Mechanical Engineering)	5	3
7.	Engineering assistant (Civil) (Diploma in Building and Construction)	5	3
8.	Engineering assistant (Electrical) (Diploma in Electrical Engineering-Installation Option)	3	3
	Maximum score		30

The bidder shall provide curriculum vitae and academic certificates of the proposed key personnel above

ii) List of equipment

The bidder must demonstrate that he/she has the equipment listed hereafter:

No.	Equipment Type and characteristics	Minimum No. required	Weighting score
1.	7 tonne crane	1	6
2.	3 tonne crane	1	4
3.	20m man lift	1	6
4.	15m man lift	1	4
5.	Compressor machine	1	2
6.	Concrete mixer	1	2
7.	Poker vibrator	1	2
8.	Welding machine	1	2
9.	Water bowser	1	2
	Maximum score		30

The bidder shall provide copies of log books where applicable and photos of equipment

iii) Financial strength

	Financial strength: -Provide certified audited accounts for the last FIVE years -Provide a letter of reference from the firm's bankers about credit worthiness	-5 years audited accounts- 7mrks 3 years audited accounts – 4 marks Less than 3 years audited accounts – 1 marks - Letter of reference from the firm's bankers – 3 marks	10
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Maximum score 10 marks

iv) General attributes

NO	Evaluation Attribute	Weighting Score	Max. Score
1.	Physical Facilities : Provide details of physical address and contacts- attach evidence	Details of physical address and contacts with copy of either title, lease document or latest utility bill	5
2.	Certificates of Good Conduct	Provide copies of certificates of good conduct from the Kenya police, Criminal Investigations Department for at least 5 staff members (1 marks for each)	5
3.	Number of years in construction business	10years and above- 10 marks Others prorated at: Number of years x 10/10	10
4.	Provide a list of clients and references to which the company has done similar Works in the last (5) years	5 Clients with references letters/ letter of completion from the clients – 10 marks Others prorated at: Number of Clients x 10/5	10

Maximum score 30 marks

Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further

d) Financial Score (FS)

All bids will first be checked for any arithmetic errors and corrected accordingly.

Bidders will be ranked according their bid amount.

9. Award Criteria:

The LOWEST EVALUATED BIDDER will be awarded the contract.

10. Particulars of post – qualification if applicable.

The County Government of Nyeri may inspect the premises and confirm details
The client shall also visit the manufacturer's plant to ensure that the product will be fabricated as per specifications. The supplier shall facilitate and meet the cost of the visit.

SECTION IV:

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

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	APPENDIX TO CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT PART I

1. Definitions

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

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

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

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

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

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

“The Contractor’s Bid” is the completed bidding document submitted by the Contractor to the employer.

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

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

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

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

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

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

“Employer” Shall be the Chief Officer, Transport Public works and Energy County of Nyeri

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

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

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

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

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

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

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

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

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

“The Works” are what the Contract requires the Contractor to construct, install, and turn over to the employer.

2. Contract Documents

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

Agreement,
Letter of Acceptance,
Contractor’s Bid,
Conditions of Contract,
Specifications,
Drawings,
Bills of Quantities

3. Employer's Representative's Decisions

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

4. Works, Language and Law of Contract

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

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

5. Safety, Temporary works and Discoveries

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

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

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

6 Work Program and Sub-contracting

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

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

7 The site

7.1 The Employer shall give possession of the site to the Contractor.

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

8 Instructions

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

9 Extension of Completion Date

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

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

Delay by: -

Force majeure, or

Reason of any exceptionally adverse weather conditions, or

Reason of civil commotion, strike or lockout affecting any of the trades Employed upon the Works or any of the trades engaged in the Preparation, manufacture or transportation of any of the goods or Materials required for the Works, or

Reason of the Employer's Representative's instructions issued under These Conditions, or

Reason of the contractor not having received in due time necessary Instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date Which having regard to the date for Completion stated in the appendix To these Conditions or to any extension of time then fixed under this Clause was neither unreasonably distant from nor unreasonably close To the date on which it was necessary for him to receive the same, or

Delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or

Reason of delay by statutory or other services providers or similar Bodies engaged directly by the Employer, or

Reason of opening up for inspection of any Work covered up or of the Testing or any of the Work, materials or goods in accordance with

These conditions unless the inspection or test showed that the Work, Materials or goods were not in accordance with this Contract, or

Reason of delay in appointing a replacement of the Employer's Representative, or

Reason of delay caused by the late Supply, Delivery and Installation of Goods or materials or in executing Work for which the employer or his Agents are contractually obliged to supply or to execute as the case May be, or

Delay in receiving possession of or access to the site.

10 Management Meetings

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

11 Defects

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor does not correct a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities

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

13 Variations

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

14 Payment Certificates and Final Account

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

(i) Advance payment _____ (*percent of Contract Price, [after Contract execution] to be inserted by the Employer*).

7. First stage (*define stage*) _____

8. Second stage (*define stage*) _____

9. Third stage (*define stage*) _____

10. After defects liability period .

- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the

Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

- 14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.
- 14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

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

16. Liquidated Damages

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

17. Completion and Taking Over

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

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

18. Termination

- 18.1 The employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) The Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
 - (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) A payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub-clauses 14.2 and 14.3 here above.
 - (d) The Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.
- 18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

- 19.1 The employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.
- 19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, Machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- 19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money

be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

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

21. Settlement of Disputes

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

SECTION V: **CONDITIONS OF CONTRACT PART II**

General

The Conditions of Contract Part II (Conditions of Particular Application), modify and supplement like numbered clauses in the Conditions of Contract Part I (General Conditions). Both parts shall be read together, with the Conditions of Particular Application prevailing in the case of conflict or discrepancy. Clauses of the General Conditions not specifically modified and supplemented shall remain in effect.

Definitions and Interpretation

The “Employer” shall be the County Government of Nyeri represented by the “Chief Officer Transport Public Works and Energy, County of Nyeri ”.

The “Chief Officer” shall be “Chief Officer Transport Public Works and Energy, County of Nyeri ”.

The “Employer’s Representative” shall be the “County Electrical Engineer, County of Nyeri ”.

Contract Documents

2.1 Amend this clause so as to read: -

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

- Agreement,
- Letter of Acceptance,
- Contractor’s Bid,
- Conditions of Contract,
- Specifications,
- Drawings,
- Bills of Quantities.

The Site

7.1 Amend this clause to read: -

The employer shall give possession of the site to the contractor as determined by the Employer’s Representative.

Bills of Quantities

Delete the phrase “/Schedule of Rates” from Clause 12.1 entirely.

Delete the Clause 12.2 entirely

Payment Certificates and Final Account

Delete the Clause 14.1 and replace with the following: -

“The Contractor shall be paid after supplying, installing and commissioning successfully each High mast-.”

Delete the first line in Clause 14.2 and replace with the following: -

“Upon satisfying Clause 14.1 above, the contractor shall submit to the employer’s representative his application for payment.”

Site Meetings

Add Clauses 22.1 and 22.2 to read: -

“ The Employer’s Representative shall convene regular site meetings for Which reasonable notice shall be given to the contractor. A record of Deliberations in form of minutes shall be made and circulated by the Employer’s Representative to all in attendance.”

Defects Liability Period

Add Clauses 23.1 to read: -

“A defects liability period of 6 months shall be put in place.”

SECTION VI:

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS COUNTY GOVERNMENT OF NYERI
P.O. BOX 1112-10100
NYERI

The Employer's Representative is CHIEF OFFICER
TRANSPORT PUBLIC WORKS AND ENERGY
COUNTY OF NYERI
P.O. BOX 1112-10100
NYERI

Telephone

The identification number of the Contract is

The Works consist of **REHABILITATION AND REPAIR OF HIGHMASTS AT NYERI COUNTY**

The Start Date shall be within 14 days of possession of site.

The contract duration is as stated in the Form of Bid.

The documents as stated in Clause 2.1 form the Contract:

The Site Possession Date shall be as instructed.

The Site is located **at NYERI COUNTY.**

The Defects Liability Period is 6 months

The name and Address of the Employer for the purposes of submission of bids is

COUNTY SECRETARY
COUNTY GOVERNMENT OF NYERI
P.O. BOX 1112-10100
NYERII

The bid opening date and time is as indicated in the letter of invitation for bids.

The amount of performance security will be in the form of a bank guarantee and shall be ten per cent of the Contract value.

SECTION VII:

TECHNICAL SPECIFICATIONS

&

BILLS OF QUANTITIES

TECHNICAL SPECIFICATIONS FOR 20M MAST

1. GENERAL

1.1.SCOPE

This specification covers the design, manufacture, testing and maintenance of steel mast, used for the purposes of supporting luminaries at the specified height.

The High Mast should be manufactured from two segments with max. 10.0m height, tapered type, (Multi sided), from hot rolled steel sheets which cold formed by press brake and welded longitudinally by electric automatic welding machine.

The mast shall be constructed to form a continuously tapered, totally enclosed, octagonal shaft.

The hot dip galvanized mast must be manufactured from Grade 300WA steel having a minimum tensile strength of 430 N/mm square with **a minimum wall thickness of 4mm at any point in the mast structure.**

No welding on site is allowed.

The mast, when fully equipped with the luminaries, must be designed to withstand a wind velocity appropriate to the site conditions. During raising and lowering and while in the horizontal position, the mast must withstand the wind forces from any direction as well as it's own weight and any inertial effects due to sudden stoppage.

The mast must be lowered and raised with a lightweight, manually or electrically operated but robust portable winch which can be stored in the base compartment.

The winch unit must be securely attached to fixed lower part of the mast and the winch cable to the movable part.

1.2.MATERIALS AND WORKMANSHIP

The workmanship shall be of a high standard and material new of the best quality Care shall be taken in manufacture to ensure that all parts will fit together on erection at site.

1.3.DESIGN CONCEPT

The wind speed which considered in this design should be 160kmph = 45m/sec. acting on the most unfavorable direction, taking into account the effect of the luminaries with it's control gear which has an effective wind area in addition to the projected area of the mobile crown.

Max. Deflection of the pole should be 2.5% of the total height at 2/3 of the design wind speed i.e. at 107 kmph.

Design of the foundation should consider the straining actions transferred from the pole base to the foundation with safety factor 1.5 at least against overturning.

2. MAST CONSTRUCTION

2.1. Material

Structural steel for shaft, base plate, and anchor bolts shall comply with the requirements of BS EN 10025:1993 European Standard Grade S235J0 to EN 10027-1

Which is equivalent to DIN 17100 ST 37-2

Max. ultimate tensile strength	470 N/mm ² .
Min. ultimate tensile strength	340 N/mm ² .
Min. yield strength	235 N/mm ² .
Elongation	26%

Min. Wall thickness of the shaft will be 4mm.

2.2. Welding

Details of welding should be submitted with the offer for approval from the client.

2.3. Door opening

The column should be provided with door opening of suitable dimension to accommodate the control gear box. The weatherproof door should be held in position with hinges and an approved locking device.

The Column should be provided with earthing stud complete with M8*30 lug screw with 2 nuts and 2 washers for earthing.

The door cover shall be connected to the column with two hinges.

2.4. TOLERANCES

Straightening of total height	-0.3%.
Vertically from total height	-0.3%
Total length of the mast	-0.0%
Diameter	-0.0%
Thickness	+20% / - 10%
Weight +5% from calculated weight of the column.	

2.5.BASE PLATE AND ANCHOR BOLTS

The column should be provided with base plate with suitable thickness, to transfer the stresses from the column wall to the foundation through the anchor bolts.

The Base plate should be provided with a suitable hole diameter in the center for cable entry.

The diameter of anchor bolts to be designed to be able to transfer the stresses from the column base of the foundation.

2.6.Finishing

Hot dip galvanized is specified to protect the lighting poles against rusting of corrosion.

All welds shall be smooth and spatter removed, followed by all component of the column and bracket will be hot dipped galvanized after completion of the fabrication.

Prior to hot dip galvanizing, removal of weld slags, provisions of vent and drainage holes shall be carried out.

The galvanized coating shall be continuous, reasonably smooth, free from uncoated areas, acid, black spots, and Zinc spikes.

The min. thickness coating shall be 65 um (460 g/m²) for thickness under 5mm, and 86um (610 g/m²) for thickness more than 5mm, inside and outside the column as per UK standard BSS 729/71.

Any damage to the galvanization shall be rectified before erection by wire brushing the effected area, treating with an approved rust converter to the satisfaction of the engineer.

The anchor bolts should be hot dip galvanized.

The threaded portion of the anchor bolts may be hot dip galvanized or electroplated.

2.7.FOUNDATION

The design of foundation should be based on principles and **shall be submitted to County Engineer for Approval.**

Overturning moment and shear forces which generated on the pole base should be considered in the design of foundation in addition to safety factor 1.5.

Soil characteristics should be considered in the design of the foundation.

Provisions should be made to allow the electric cable to be inserted inside the foundation.

Templates should be supplied for adjusting the anchor bolts to their final position during casting the concrete.

3. INSPECTION

All components of the poles should be inspected and approved by the client representative to ensure that the manufacturer fulfills all the requirements of the client's specifications.

3.1 Visual Inspection

Structural components and welds should be visually inspected to determine conformity to drawings, procedures, overall workmanship, weld contour, weld size, and other pertinent items.

3.2 Dimensional inspection

Structural components should be inspected for dimensional compliance to detailed drawings and established tolerances.

1.3 Surface coatings

Surface coating should be measured to ensure full compliance to the required coating thickness as mentioned in the approved drawings.

1.4 Transportation to site

After completeness of the production process and galvanization, the lighting poles should be arranged in bundles in proper manner to protect the poles from any kind of damage until the bundles are loaded in the trucks and transferred to the site.

Shipment method should be submitted to the approval of the client.

The client shall visit the manufacturer's plant to ensure that the product will be fabricated as per the specifications. The supplier shall facilitate and meet the cost of the visit.

TECHNICAL SPECIFICATIONS FOR 30M MAST

1. GENERAL

1.1.SCOPE

This specification covers the design, manufacture, testing and maintenance of steel mast, used for the purposes of supporting luminaries at the specified height.

The High Mast should be manufactured from three segments with max. 10.0m height, tapered type, (Multi sided), from hot rolled steel sheets which cold formed by press brake and welded longitudinally by electric automatic welding machine.

The mast shall be constructed to form a continuously tapered, totally enclosed, octagonal shaft.

The hot dip galvanized mast must be manufactured from Grade 300WA steel having a minimum tensile strength of 430 N/mm square with **a minimum wall thickness of 6mm at any point in the mast structure.**

No welding on site is allowed.

The mast, when fully equipped with the luminaries, must be designed to withstand a wind velocity appropriate to the site conditions. During raising and lowering and while in the horizontal position, the mast must withstand the wind forces from any direction as well as it's own weight and any inertial effects due to sudden stoppage.

The mast must be lowered and raised with a lightweight, electrically operated but robust portable winch which can be stored in the base compartment.

The winch unit must be securely attached to fixed lower part of the mast and the winch cable to the movable part.

1.2.MATERIALS AND WORKMANSHIP

The workmanship shall be of a high standard and material new of the best quality Care shall be taken in manufacture to ensure that all parts will fit together on erection at site.

1.3.DESIGN CONCEPT

The wind speed which considered in this design should be 160kmph = 45m/sec. acting on the most unfavorable direction, taking into account the effect of the luminaries with it's control gear which has an effective wind area in addition to the projected area of the mobile crown.

Max. Deflection of the pole should be 2.5% of the total height at 2/3 of the design wind speed i.e. at 107 kmph.

Design of the foundation should consider the straining actions transferred from the pole base to the foundation with safety factor 1.5 at least against overturning.

2. MAST CONSTRUCTION

2.1. Material

Structural steel for shaft, base plate, and anchor bolts shall comply with the requirements of BS EN 10025:1993 European Standard Grade S235J0 to EN 10027-1

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Max. ultimate tensile strength	470 N/mm ² .
Min. ultimate tensile strength	340 N/mm ² .
Min. yield strength	235 N/mm ² .
Elongation	26%

Min. Wall thickness of the shaft will be 4mm.

2.2. Welding

Details of welding should be submitted with the offer for approval from the client.

2.3. Door opening

The column should be provided with door opening of suitable dimension to accommodate the control gear box. The weatherproof door should be held in position with hinges and an approved locking device.

The Column should be provided with earthing stud complete with M8*30 lug screw with 2 nuts and 2 washers for earthing.

The door cover shall be connected to the column with two hinges.

2.4. TOLERANCES

Straightening of total height	-0.3%.
Vertically from total height	-0.3%
Total length of the mast	-0.0%
Diameter	-0.0%
Thickness	+20% / - 10%
Weight +5% from calculated weight of the column.	

2.5.BASE PLATE AND ANCHOR BOLTS

The column should be provided with base plate with suitable thickness, to transfer the stresses from the column wall to the foundation through the anchor bolts.

The Base plate should be provided with a suitable hole diameter in the center for cable entry.

The diameter of anchor bolts to be designed to be able to transfer the stresses from the column base of the foundation.

2.6.Finishing

Hot dip galvanized is specified to protect the lighting poles against rusting of corrosion.

All welds shall be smooth and spatter removed, followed by all component of the column and bracket will be hot dipped galvanized after completion of the fabrication.

Prior to hot dip galvanizing, removal of weld slags, provisions of vent and drainage holes shall be carried out.

The galvanized coating shall be continuous, reasonably smooth, free from uncoated areas, acid, black spots, and Zinc spikes.

The min. thickness coating shall be 65 um (460 g/m²) for thickness under 5mm, and 86um (610 g/m²) for thickness more than 5mm, inside and outside the column as per UK standard BSS 729/71.

Any damage to the galvanization shall be rectified before erection by wire brushing the effected area, treating with an approved rust converter to the satisfaction of the engineer.

The anchor bolts should be hot dip galvanized.

The threaded portion of the anchor bolts may be hot dip galvanized or electroplated.

2.7.FOUNDATION

The design of foundation should be based on principles and **shall be submitted to County Engineer for Approval.**

Overturning moment and shear forces which generated on the pole base should be considered in the design of foundation in addition to safety factor 1.5.

Soil characteristics should be considered in the design of the foundation.

Provisions should be made to allow the electric cable to be inserted inside the foundation.

Templates should be supplied for adjusting the anchor bolts to their final position during casting the concrete.

3. INSPECTION

All components of the poles should be inspected and approved by the client representative to ensure that the manufacturer fulfills all the requirements of the client's specifications.

3.1 Visual Inspection

Structural components and welds should be visually inspected to determine conformity to drawings, procedures, overall workmanship, weld contour, weld size, and other pertinent items.

3.2 Dimensional inspection

Structural components should be inspected for dimensional compliance to detailed drawings and established tolerances.

1.3 Surface coatings

Surface coating should be measured to ensure full compliance to the required coating thickness as mentioned in the approved drawings.

1.4 Transportation to site

After completeness of the production process and galvanization, the lighting poles should be arranged in bundles in proper manner to protect the poles from any kind of damage until the bundles are loaded in the trucks and transferred to the site.

Shipment method should be submitted to the approval of the client.

The client shall visit the manufacturer's plant to ensure that the product will be fabricated as per the specifications. The supplier shall facilitate and meet the cost of the visit.

BILLS OF QUANTITIES

SCHEDULE NO. 1
CONTRACT PRELIMINARIES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.01	Employer's Use of Contractor's Documents				
1.02	Compliance with laws				
1.03	Permits, Licenses or Approvals				
1.04	Contractor's General Obligations				
1.05	Performance Security				
1.06	Co-operation				
1.07	Setting out				
1.08	Safety Procedures				
1.09	Quality Assurance				
1.10	Site Data				
1.11	Rights of Way and Facilities				
1.12	Avoidance of Interference				
1.13	Access Route				
1.14	Transport of Goods				
1.15	Contractor's Equipment				
1.16	Protection of Environment				
1.17	Electricity, Water and Gas				
	Total for page BQ/1 (carried forward to Summary page BQ/4)				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.18	Employer's Equipment and Free- Issue Materials				
1.19	Progress Reports				
1.20	Security of the site				
1.21	Contractor's Operations on site				
1.22	Fossils				
1.23	Health and Safety				
1.24	Foreign Personnel				
1.25	Supply of water				
1.26	Samples				
1.27	Testing				
1.28	Programme				
1.29	Contractor's Obligations				
1.30	Taking over of the work and sections				
1.31	Adjustments for changes in Cost				
1.32	Indemnities				
1.33	Contractor's Care of the Works				
1.34	General Requirements for Insurances				
1.35	Insurance for works and Contractor's Equipment				
1.36	Insurance against Injury to Persons and Damage to Property				
	Total for page BQ/2(carried forward to Summary page BQ/4)				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.36	Insurance against Injury to Persons and Damage to Property				
1.37	Insurance for Contractor's Personnel				
1.38	Provide, erect and maintain contract sign boards as directed by the Engineer				
1.39	Allow for maintenance of Works for 12 months after completion				
1.40	Provide diversion road				
1.41	Provide for cleaning up the site on completion (clause 11.11)				
1.42	Provisional sum for the project engineer's supervisory staff				
1.43	Allow for contractors overheads and profit on item 1.09				
1.44	Transport operation, telephone and field operation expenses				
1.45	Allow for the contractor's overheads and profit on item 1.11				
1.46	Allow P.C for repair and relocation of utility services				
1.47	Allow for contractor's overheads and profit on item 1.13				
1.48	Allow a pc sum for materials sampling and testing at an approved materials testing laboratory in compliance with section 2 of the standard specification and to the satisfaction of the Engineer.				
1.49	Allow for contractors overheads and profits on item 1.09.				
	Total for page BQ/3 (carried forward to Summary page BQ/4)				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Sub – total brought from page BQ/1				
	Sub – total brought forward from page BQ/2				
	Sub-total brought from page BQ/3				
	TOTAL FOR SCHEDULE 1 PRELIMINARIES-C/F TO PRICE SUMMARY PAGE				

Bill No. 1 - Replacement of HPS fittings with LED fittings on 20No. 30M High masts

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (KSHS)
1	Safely lower the lantern carriage to an accessible height and recover the existing 9x400W HPS Floodlights on 20No. 30M High masts	No.	180		
2	Modify the lantern carriage so as to carry 9No. 200-280W LED floodlights per high mast. This should be carefully done so as not to interfere with the structural integrity of the lantern carriage	No.	180		
3	Supply and install 9x200W-280W LED Floodlights as Nikon or an approved equivalent with all the associated accessories i.e. connectors and supply cables on 20No. 30M High masts	No.	180		
4	Supply and install 1No. Phase failure relay to each high mast. The phase failure relay should have protection against overvoltage, under voltage and phase imbalance	No.	20		
5	Transport all the recovered 400W HPS floodlights to the county stores yard	Lot	1		
6	Allow a prime cost for attendance to the Engineer's supervision staff	Item	1		
7	Allow for a provisional sum for testing and commissioning of all sites	Item	1		
8	Allow for a provisional sum for contingencies	Item	1		
	Total carried forward to summary page				

Bill No. 2 - Rehabilitation of 1No. 30M High mast at Kimathi

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (KSHS)
1	Safely dismantle the high mast from the foundation anchor bolts with the help of a crane	No.	1		
2	Modify the lantern carriage so as to carry 9No. 200-280W LED floodlights. This should be carefully done so as not to interfere with the structural integrity of the lantern carriage	No.	9		
3	Supply and install 9x200W-280W LED Floodlights as Philips or an approved equivalent with all the associated accessories i.e. connectors and supply cables .	No.	9		
4	Supply and install 4.0mm.sq 4core flexible cable	M	33		
5	Supply and install 40A 3 pole contactor as Schneider or an approved equivalent	No.	1		
6	Supply and install 1No. Phase failure relay. The phase failure relay should have protection against overvoltage, under voltage and phase imbalance	No.	1		
7	Supply and install 1No. 24Hrs timer with 100 hours reserve	No.	1		
8	Supply and install 20A 3 pole circuit breaker	No.	1		
9	Supply and install 32A 4 pole circuit breaker	No.	1		
10	Supply and install 6.0mm.sq 2 core armored cable	M	60		
11	Trenching, cable laying and backfilling.	M	60		
12	Earthing comprising of 1500mm long by 15mm diameter copper earth electrode with a driving tip and clamp in a 300mm by 300mm man hole	No.	1		
13	Transport all the recovered 400W HPS floodlights to the county stores yard	Lot	1		
14	Allow a prime cost for attendance to the Engineer's supervision staff	Item	1		
15	Allow for a provisional sum for testing and commissioning of the site	Item	1		
16	Allow for a provisional sum for contingencies	Item	1		
	Total carried forward to summary page				

Bill No. 3 - Repair of 400W floodlight fittings on 33No. 30M High masts

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (KSHS)
1	Safely lower the lantern carriage to an accessible height and replace any faulty 400W floodlight fittings on the lantern carriage. Fittings to be used for replacement shall be collected from the county stores yard	No.	33		
2	Supply and install 1No. Phase failure relay to each high mast. The phase failure relay should have protection against overvoltage, under voltage and phase imbalance	No.	33		
3	Transport all the recovered faulty 400W HPS floodlights to the county stores yard	Lot	1		
4	Allow a prime cost for attendance to the Engineer's supervision staff	Item	1		
5	Allow for a provisional sum for testing and commissioning of all sites	Item	1		
6	Allow for a provisional sum for contingencies'	Item	1		
	Total carried forward to summary page				

SCHEDULE: TESTING AND COMMISSIONING AND PROVISIONAL SUMS

ITEM	DESCRIPTION	QTY	UNIT	COST KES
A	Testing and Commissioning		ITEM	
B	Allow for KPLC service line charges	1	ITEM	100,000.00
C	Allow for attendance	1		
D	Allow for profits and overheads		%	
E	Allow for a contingency sum of Kenya Shillings Three Hundred Thousand (300,000)		SUM	300,000.00
	SUB TOTAL FOR SCHEDULE S TESTING AND COMMISSIONING AND PROVISIONAL SUMS C/F TO PRICE SUMMARY PAGE			

PRICE SUMMARY PAGE

Item	Description	Cost Kshs.
	TOTAL B/F FOR PRELIMINARIES	
	TOTAL B/F FOR REPLACEMENT OF 20 NO 30M HIGH MAST FLOODLIGHTS WITH LED FITTINGS (BILL NO 1)	
	TOTAL B/F FOR REHABILITATION OF 1 NO 30M HIGH MAST FLOODLIGHTS WITH LED FITTINGS (BILL NO 2)	
	TOTAL B/F FOR REPAIR OF 400W FLOODLIGHT FITTING'S ON 33NO. 30M HIGH MASTS	
	PROJECT MANAGERS ADMINISTRATION AND SUPERVISION	250,000.00
	ADD 16% V.A.T	
	TOTAL AMOUNT CARRIED TO FORM OF BID	

SECTION VIII

STANDARD FORMS

Form of Bid

Appendix to Form of Bid

Form of Agreement

Performance Bank Guarantee

Performance Bond

Qualification Information

Bid Questionnaire

Confidential Business Questionnaire

FORM OF BID

COUNTY SECRETARY
COUNTY OF NYERI
P.O. BOX 1112 - 10100
_____ [Date]

Dear Sir,

RE: **REHABILITATION AND REPAIR
OF HIGHMASTS FLOOD LIGHTS AT
NYERI COUNTY**

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

We undertake, if our bid is accepted, to commence the Works as Soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within _____ weeks.

We agree to abide by this Bid for a period of Ninety days from the closing date of submissions, and it shall remain binding upon us and may be accepted at any time before that date.

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

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

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

Duly authorized to sign bids for and on behalf of
_____ [Name of Bidder] of
_____ [Address of Bidder]

Witness; Name _____

Address _____

Signature _____ Date _____

APPENDIX TO FORM OF BID

S/No	Conditions of Contract Clause	Amount
	Amount of performance security	10 Per Cent of Bid Sum
	Period for commencement, from Engineer's order to commence	14 Days
	Time for completion	6 months
	Amount of liquidated damages	KShs.10,000 per week
	Limit of liquidated damages	5% of Bid Sum
	Period of maintenance	6 Months
	Minimum Amount of Interim Certificates	Kshs.
	Time within which payment to be Made after certificate	30 Days
	Appointer of Arbitrator	Chartered Institute of Arbitrators (Kenya)

Dated this day of 2018

Signature

In the capacity of

Duly authorized to sign Bids for and on behalf of
(In block capitals)

.....
(Name of Witness)

.....
(Signature of Witness)

.....
(Address of Witness)

To be completed by the bidder.

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____
between _____ of [or whose registered office is
situated at] _____
(Hereinafter called “the Employer”) of the one part AND
_____ of [or whose registered office is
situated at] _____
(Hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes **TENDER NO. REHABILITATION AND REPAIR OF HIGHMASTS FLOOD LIGHTS AT NYERI COUNTY** (hereinafter called “the Works”) located **at NYERI COUNTY** and the Employer has accepted the bid submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of
Kshs _____ [*Amount in figures*], Kenya
Shillings _____ [*Amount in words*].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Bid
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to The Contractor as hereinafter mentioned, the Contractor hereby Covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the

Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

PERFORMANCE BANK GUARANTEE

COUNTY SECRETARY,
TRANSPORT PUBLIC WORKS AND ENERGY
COUNTY OF NYERI
P.O. BOX 1112 - 10100
_____ (Date)

Dear Sir,

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. dated _____ to execute **REHABILITATION AND REPAIR OF HIGHMASTS FLOOD LIGHTS AT NYERI COUNTY** located **NYERI** (hereinafter called "the Works");

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____ Date _____

PERFORMANCE BOND

By this Bond, We _____ of (or whose registered office is situated at] _____

As Principal (hereinafter called "the Contractor") and _____ of [or whose registered office is situated at] _____

As Surety (hereinafter called "the Surety"), are held and firmly bound unto

COUNTY OF NYERI P.O. BOX1112 - 10100 NYERI

As obligee (hereinafter called "the Employer") in the amount of

Kshs. _____ [*amount of Bond in figures*]Kenya Shillings

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

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

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

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

Complete the Contract in accordance with its terms and conditions; or

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

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

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

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

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

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

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

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

SIGNED ON _____ SIGNED ON _____

On behalf of _____ On behalf of _____
[Name of Contractor] [Name of Surety]

By _____ by _____

In the capacity of _____ in the capacity of _____

In the presence of (Name) _____ In the presence of (Name) _____

Address _____

Address _____

Signature _____

Signature _____

Date _____

Date _____

BID QUESTIONNAIRE

Please fill in block letters.

Full names of bidder;

.....

Full address of bidder to which bid correspondence is to be sent (unless an agent has been appointed below);

.....

Telephone number (s) of bidder;

.....

Telex of bidder;

.....

Name of bidder's representative to be contacted on matters of the bid during the bid period;

.....

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

.....

.....

Signature of Bidder

Make copy and deliver to: COUNTY SECRETARY
COUNTY GOVERNMENT OF NYERI
P. O. BOX 1112 - 10100
NYERI

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

(Attach copies of the following)

Current Single Business Permit No..... Expiring date.....

PIN Certificate No. VAT Certificate No.

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

KShs.

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

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